

RESOLUTION NO. 2024 - 220

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH BAKER CONSTRUCTORS, INC., UNDER BID 23-35; LONGLEAF PINE PARKWAY WIDENING.

RECITALS

WHEREAS, Baker Constructors, Inc. was awarded a contract under BID 23-35; Longleaf Pine Parkway Widening; and

WHEREAS, the County was notified that Baker Constructors, Inc. was acquired through an asset purchase by C.W. Matthews Contracting Co., Inc. on April 30, 2024, and while Baker Constructors, Inc. has been operating under the Baker Constructors, Inc. name since the effective date of the Contract, they are now requesting their contract to be assigned to C.W. Matthews Contracting Co., Inc.; and

WHEREAS, the assignment shall be governed by the terms and conditions of the contract awarded to Baker Constructors, Inc. under BID 23-35; and

WHEREAS, the contract is being funded by the County; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the proposed contract (attached hereto, and incorporated herein) and finds that entering into contract to complete the work serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to assign the contract with Baker Constructors, Inc., under BID 23-35, to C.W. Matthews Contracting Co., Inc.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an assignment agreement in substantially the same form and format as the attached draft for the completion of the project as specifically provided in Bid No: 23-35.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of May, 2024.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
Sarah Arnold, Chair

**ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller**

By: Crystal Smith
Deputy Clerk



CONSENT TO ASSIGNMENT
Bid 23-35; Longleaf Pine Parkway Widening
Master Contract No: 22-MCA-BAK-17610

This Consent to Assignment Agreement (Agreement) is entered into as of this _____ day of _____, 2024, by and between St. Johns County (County), a political subdivision of the State of Florida and **C.W. Matthews Contracting Co., Inc.**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in Master Contract No: 22-MCA-BAK-17610, dated March 3, 2023.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, any obligations under Master Contract No: 22-MCA-BAK- 17610, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 14 of Master Contract No: 22-MCA-BAK-17610, the Contractor may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on May 3, 2024 a letter dated May 1, 2024 was received, wherein Contractor provided its written request to the assignment of all its rights, interests, and obligations in Master Contract No: 22-MCA-BAK-17610, to the Assignee (see Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 14 of Master Contract No: 22-MCA-BAK-17610, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. The County hereby approves assignment of Master Contract No: 22- MCA-BAK-17610, to Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract No: 22-MCA-BAK-17610.
2. Incorporation of Terms and Conditions. Master Contract No: 22-MCA-BAK-17610 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provisions contained in Master Contract No: 22-MCA-BAK-17610 shall remain in full force and effect.
3. Effectiveness. This Assignment Agreement shall be effective as of the date first set for the above.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the dates first

set forth below.

COUNTY:

St. Johns County, FL

County Name

Signature by County Representative

Jaime T. Locklear

Printed Name – County Representative

Purchasing Director

Printed Title – County Representative

Date of Signature

ASSIGNEE:

C.W. Matthews Contracting Co., Inc.

Company Name

Signature by Assignee Representative

Printed Name Assignee Representative

Printed Title – Assignee Representative

Date of Signature

LEGALLY SUFFICIENT:

Office of County Attorney

Date of Execution

ATTEST:

ST. JOHNS COUNTY, FL

CLERK OF CIRCUIT COURT & COMPTROLLER

Deputy Clerk

Date of Execution



C. W. MATTHEWS CONTRACTING CO., INC.

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520

FAX (770) 422-1068

May 1, 2024

Mrs. Diana M. Fye
Senior Procurement Coordinator
Purchasing Department
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, Florida 32084

RE: Request for Contract Re-assignment
Master Contract 22-MCA-BAK-17610
Under Bid No. 23-35

Dear Mrs. Fye,

On April 30, 2024, C.W. Matthews Contracting Co., Inc. (CWM) acquired Baker Constructors, Inc. (BCI) through an asset purchase. As part of this purchase, we would like to request the re-assignment of Master Contract 22-MCA-BAK-17610 under Bid No. 23-35 under the same terms and conditions originally included in the contract with BCI.

We understand that the re-assignment is subject to approval by the County Commissioners. Should the county elect to consent to the re-assignment, we will provide replacement bonds in accordance with the contract. Please find the attached bill of sale and asset purchase agreement as verification of the acquisition.

We look forward to the potential partnership with St. Johns County. Should you need anything further, please do not hesitate to contact us.

With kindest regards, we are

Very truly yours,
C.W. Matthews Contracting Co., Inc.

A handwritten signature in blue ink, appearing to read 'D. Garcia', is written over a light blue rectangular background.

Daniel P. Garcia
President



May 1, 2024

Mrs. Diana M. Fye
Senior Procurement Coordinator
Purchasing Department
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, Florida 32084

RE: Request for Contract Re-assignment
Master Contract 22-MCA-BAK-17610
Under Bid No. 23-35

Dear Mrs. Fye,

On April 30, 2024, C.W. Matthews Contracting Co., Inc. (CWM) acquired Baker Constructors, Inc. (BCI) through an asset purchase. As part of this purchase, we would like to request the re-assignment of Master Contract 22-MCA-BAK-17610 under Bid No. 23-35 from Baker Constructors, Inc. to C. W. Matthews Contracting Co., Inc.

If you have any additional questions or need anything further related to this matter, please do not hesitate to contact us.

Very truly yours,
Baker Constructors, Inc.



Stoy F. Marlow
President

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment (this “**Bill of Sale and Assignment**”) is executed as of April 30, 2024, by Baker Constructors, Inc., a Florida corporation (the “**Seller**”), pursuant to the Asset Purchase Agreement dated as of April 30, 2024, (the “**Asset Purchase Agreement**”) entered into by Seller and C.W. Matthews Contracting Co., Inc., a Georgia corporation (“**Purchaser**”).

Whereas, Seller has agreed in exchange for the consideration expressed in the Asset Purchase Agreement to transfer the Acquired Assets.

NOW, THEREFORE, for valuable consideration expressed in the Asset Purchase Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Seller agrees as follows:

ARTICLE I **TRANSFER OF THE ASSETS**

1.1 **Conveyance and Assignment of Acquired Assets.** Pursuant to the terms of the Asset Purchase Agreement, Seller hereby irrevocably sells, conveys, transfers, delivers and assigns unto Purchaser all of Seller’s right, title and interest in and to the Acquired Assets, free and clear of Encumbrances.

1.2 **Excluded Assets.** Notwithstanding the foregoing, Seller is not selling, transferring, conveying, assigning or delivering to Purchaser, and Purchaser is not purchasing, acquiring or accepting, any of the Excluded Assets.

1.3 **Further Actions.** From time to time, at the request of Purchaser and without further consideration, Seller will do, execute, acknowledge, and deliver, or will cause to be done, executed and delivered, all such further acts, documents and instruments as may reasonably be required to give full effect to the intent of this Bill of Sale and Assignment.

ARTICLE II **MISCELLANEOUS**

2.1 **Terms of the Asset Purchase Agreement; Execution.** This Bill of Sale and Assignment is not intended to, and does not, in any manner enhance, diminish or otherwise modify the rights and obligations of Purchaser and Seller under the Asset Purchase Agreement. To the extent any conflict or inconsistency exists between this Bill of Sale and Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. This Bill of Sale and Assignment may be signed in counterparts. For purposes of executing this Agreement, a facsimile, electronic or Portable Document Format (PDF) signature shall be given the same force and effect as an original signature.


2.2 **Titles and Captions.** All article or section titles or captions in this Bill of Sale and Assignment are for convenience only, shall not be deemed part of this Bill of Sale and Assignment and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Unless otherwise defined herein, all capitalized terms used herein shall have the definitions given such terms in the Asset Purchase Agreement.

2.3 **Governing Law.** This Bill of Sale and Assignment will be governed by the laws of the State of Georgia without regard to its principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment as of the date first above written.

BAKER CONSTRUCTORS, INC.

By: 
Name: Robert B. Baker
Title: Chief Executive Officer

C.W. MATTHEWS CONTRACTING CO., INC.

By: _____
Name: Daniel P. Garcia
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment as of the date first above written.

BAKER CONSTRUCTORS, INC.

By: _____

Name: Robert B. Baker

Title: Chief Executive Officer

C.W. MATTHEWS CONTRACTING CO., INC.

DocuSigned by:

Daniel P. Garcia

By: _____

EC5637BD521749B

Name: Daniel P. Garcia

Title: President

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is entered as of the 30th day of April, 2024 by and among **C.W. MATTHEWS CONTRACTING CO. INC.**, a Georgia corporation (“Purchaser”), and **BAKER CONSTRUCTORS, INC.**, a Florida corporation (“Seller”), and Robert Baker, an individual residing in Florida (“Shareholder” and together with Seller, each, a “Seller Party” and collectively, the “Seller Parties”). Unless otherwise defined elsewhere in this Agreement, each capitalized term shall have the definition ascribed such term in Section 8.1.

WHEREAS, Seller, among other things, (i) is engaged in heavy highway and site development contracting, including, without limitation, site work coordination, utility construction, public infrastructure projects, landfill services and industrial construction (collectively, the “Business”), and (ii) operates the Business from the real and improved property located at 102 Morgan Lakes Industrial Boulevard, Pooler, GA 31322 (the “Owned Business Premises”) and 1275 County Road 210 West, St. Johns, Florida 32259 (the “Leased Business Premises” and together with the Owned Business Premises, the “Business Premises”);

WHEREAS, Purchaser wishes to purchase from Seller, and Seller is willing to sell to Purchaser, the Acquired Assets (as defined below) upon the terms and subject to the conditions set forth in this Agreement (the “Asset Acquisition”);

WHEREAS, in furtherance of the transactions specified herein, BCI Office, LLC, a Georgia limited liability company, which is wholly owned by Shareholder (the “Real Estate Seller”), and Purchaser (the “Real Estate Purchaser”), are entering into a certain agreement (the “Real Estate Purchase Agreement”) for the sale and purchase of the Owned Business Premises, as more specifically described in the Real Estate Purchase Agreement, to close subsequent to the Asset Acquisition (the “Real Estate Acquisition”); and

WHEREAS, Shareholder owns all of the outstanding capital stock of Seller and will receive a material economic benefit from the transactions contemplated herein, and Shareholder desires to make certain representations, warranties, and covenants to Purchaser pursuant to the terms and provisions set forth in this Agreement as a material inducement for Purchaser to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and warranties herein contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Acquired Assets. Except as provided in Section 1.2, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall accept, purchase, acquire and take assignment and delivery of, all right, title and interest in, to and under substantially all of the assets of Seller used or held for use in the Business (collectively, the “Acquired Assets”), free and clear of all Encumbrances. The Acquired Assets include the following:

(a) all machinery, equipment, computer equipment, racking, cabinets, furniture, office equipment, containers and fixtures set forth on Schedule 1.1(a), including Seller’s rights in all accessories and spare and replacement parts (collectively, the “Equipment”);

(b) all vehicles, including those set forth on Schedule 1.1(b) (collectively, the “Vehicles”);

(c) all Contracts specifically listed as being assumed by Purchaser on Schedule 1.1(c) (which schedule includes all leases of Business Premises) (collectively, the “Assumed Contracts”);

(d) all books and records (excluding corporate minute books) and confidential information (including electronic information), operational information and data, product line and product names, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, marketing information, advertising materials, sales records, customer lists, customer files (including customer credit and collection information), Intellectual Property, historical and financial records and files and personnel records (including all I-9 Forms) relating to the Business, copies (not originals) of any personal property and/or real property Tax Returns relating to Business filed by or on behalf of Seller in calendar years 2022, 2023 and/or 2024;

(e) all inventories, including, without limitation, inventories of work-in-process, active job orders, office and other supplies, and other accessories related thereto, which are used or held for use in the Business, together with all rights of Seller against suppliers of such inventories (the “Inventory”);

(f) all of Seller’s prepaid expenses, other than those set forth on Schedule 1.2(i);

(g) all trade accounts and retainage receivable of Seller and all notes, bonds (including any performance bonds or performance bond refunds) and other evidences of indebtedness owing to Seller and rights of Seller to receive payments arising out of the Business, other than as set forth in Section 1.2(e) (the “Accounts Receivable”);

(h) any goodwill related to, arising from, or used in connection with the Business;

(i) all permits, licenses, consents, approvals, certificates, variances or other authorizations required in connection with the operation of the Business under any Law or Contract (the “Permits”);

(j) any other personal property of Seller as of the Closing Date that is used in, or arises from, the Business;

(k) all phone numbers used in connection with the Business, to the extent transferrable;

(l) the billings for work not yet performed by Seller under the Assumed Contracts;
and

(m) the name “Baker Constructors” and all other Intellectual Property of the Company.

Notwithstanding the foregoing, the transfer of the Acquired Assets pursuant to this Agreement shall not include the assumption of any liability or obligation related to the Acquired Assets unless Purchaser expressly assumes that liability or obligation pursuant to Section 1.3.

1.2 Excluded Assets. All assets of Seller not expressly included in Section 1.1 (collectively, the “Excluded Assets”) shall be retained by Seller, and are not being sold or transferred to Purchaser hereunder, and shall remain the property of Seller after the Closing, including:

(a) all assets of Seller not related to the Business;

(b) all cash and cash equivalents and short-term investments, including all bank accounts, cash, securities, investments of Seller in mutual funds, treasury funds, money market funds, certificates of deposit and other similar investment instruments (whether negotiable or non-negotiable), owned by Seller on the Closing Date, including any earnings thereon, excluding, however, the cash set forth in Section 1.1(l);

(c) all taxpayer and other identification numbers, and minute books, stock transfer books and other documents relating to the organization, maintenance, and existence of Seller as a corporation;

(d) all Contracts not specifically assumed;

(e) all Accounts Receivable and work-in-progress that was earned for work performed prior to Closing (“AR Payables”);

(f) all tax and insurance refunds due Seller attributable to tax periods (or portions thereof) ending on or prior to the Closing Date;

(g) Seller’s rights under this Agreement and the agreements to be executed by Seller in connection herewith;

(h) all of the items listed on Schedule 1.2(h), it being acknowledged that substantially all of such items are not held for use in the Business; and

(i) all of Seller’s prepaid expenses set forth on Schedule 1.2(i).

1.3 Assumed Liabilities. At the Closing, Purchaser shall assume, from and after the Closing Date, the obligations of Seller relating to the Contracts listed on Schedule 1.1(c) and which are required to be performed, and which accrue, after the Closing Date (but excluding any liabilities arising under such Contracts and relating to matters occurring on or before the Closing Date, any Construction Defects resulting from work performed prior to the Closing Date, or any liabilities arising out of any pre-Closing Date breach of such Contracts by Seller), to the extent such Acquired Assets are effectively assumed by Purchaser on the Closing Date pursuant to Section 1.1 (collectively, the “Assumed Liabilities”).

1.4 No Other Liabilities Assumed.

(a) Except for the Assumed Liabilities, notwithstanding anything in this Agreement to the contrary, neither Purchaser nor any of its Affiliates shall assume, and in no event shall be deemed to have assumed, any debt, claim, obligation or other Liability, whether known or unknown, fixed or contingent, of Seller or any of its Affiliates whatsoever (collectively, the “Retained Liabilities”), all of which Seller shall discharge in a timely manner or shall make adequate provision therefor. Without limiting the generality of the foregoing, Purchaser is assuming no obligation for, and shall have no responsibility with respect to: any obligation of Seller to its officers, directors or shareholders, Seller’s accounts payable, Taxes of Seller relating to the Acquired Assets or the Business for any Pre-Closing Tax Periods, liabilities of Seller under Environmental Laws relating to or arising out of events, conditions, incidents, or Seller’s actions or omissions occurring prior to the Closing Date, Employee Benefit Plans or real estate leases, or any indebtedness of Seller.

(b) Seller shall (and Shareholder shall cause Seller to) pay, or make adequate provision for the payment, in full all of the Retained Liabilities. If any Retained Liabilities are not so paid or provided for, or if Purchaser reasonably determines that failure to make any payments will impair Purchaser’s use or

enjoyment of the Acquired Assets or conduct of the Business, Purchaser may, at any time after the Closing Date upon providing ten (10) days advance notice to Seller (or in the event of a payment due earlier, such advance notice as possible), elect to make all such payments directly (but shall have no obligation to do so) and the full amount of all such payments made by Purchaser shall be promptly reimbursed by Seller following Purchaser's written notice to Seller thereof. If Seller or Shareholder fails to promptly reimburse Purchaser for such Retained Liabilities, then Purchaser shall be entitled to indemnification pursuant to Article VII. Notwithstanding any other provision of this Agreement, the obligations of Seller and Shareholder pursuant to this Section 1.4 shall survive the Closing Date and the transactions contemplated by this Agreement.

1.5 Procedures for Assets Not Transferable. If any Contract, Permit, or any other property or right included in the Assumed Liabilities or the Acquired Assets is not transferable without the consent of a third party, and such consent has not been obtained by Seller prior to the Closing Date, this Agreement and the related instruments of transfer shall not constitute a transfer thereof, and Purchaser shall not assume Seller's obligations with respect thereto, but Seller shall (and Shareholder shall cause Seller to) diligently use commercially reasonable efforts to obtain such consent as soon as possible after the Closing Date. With respect to each such Contract, Permit, property or right for which a necessary consent has not been obtained, Seller shall (and Shareholder shall cause Seller to) use all reasonable efforts to otherwise obtain for Purchaser, at no additional cost to Purchaser, the benefits of such Contract, Permit, property or right until such consent is obtained. To the extent that any Acquired Asset and/or Assumed Liability cannot be transferred to Purchaser following the Closing pursuant to this Section 1.5, Purchaser and Seller Parties shall use commercially reasonable efforts to enter into mutually agreeable arrangements (such as subleasing, sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable Law, operational equivalent, of the transfer of such Acquired Asset and/or Assumed Liability to Purchaser as of the Closing and the performance by Purchaser of its obligations with respect thereto. Purchaser shall, as agent or subcontractor for Seller pay, perform and discharge fully the Assumed Liabilities of Seller thereunder from and after the Closing Date. To the extent permitted under applicable Law, Seller shall hold in trust for Purchaser and take or cause to be taken such actions in Seller's name or otherwise as Purchaser may reasonably request so as to provide Purchaser with the benefits of any such Acquired Asset and to effect collection of money or other consideration that becomes due and payable thereunder. Seller shall pay to Purchaser promptly upon receipt thereof such Acquired Asset and all income, proceeds and other monies received by Seller to the extent related to such Acquired Asset in connection with the arrangements under this Section 1.5. As of and from the Closing Date, Seller authorizes Purchaser, to the extent permitted by applicable Law, to perform all the obligations and receive all the benefits of Seller under any such Acquired Assets and appoints Purchaser as its attorney-in-fact to act in its name on its behalf with respect thereto.

1.6 Later Discovered Acquired Assets. In the event that, after the Closing, either the Seller Parties or Purchaser becomes aware that any Acquired Asset or Excluded Asset was not assigned to Purchaser or not retained by the Seller, as the case may be, at the Closing (a "Later Discovered Asset"), then (a) if Seller Parties or Purchaser, or either of their Affiliates, obtains knowledge of such fact, such party shall promptly notify the other party and (b) such other party may, in its sole discretion, within thirty (30) days of the earlier of (i) becoming aware of such fact and (ii) receiving notice from the notifying party pursuant to clause (a) hereof, to the extent permitted under the terms and conditions of such Later Discovered Asset and under applicable Law, elect to cause such Later Discovered Asset to be assigned, transferred or conveyed to Purchaser or Seller, as the case may be, by providing written notice thereof to the party holding the Later Discovered Asset and Purchaser and the Seller shall effect such assignment, transfer or conveyance for no additional consideration.

1.7 Simultaneous Transactions. This Agreement represents one facet of a two-part transaction. The two facets are (1) this Agreement and (2) the Real Estate Purchase Agreement for the sale/purchase of

the Owned Business Premises. The closing of the Real Estate Purchase Agreement is contingent upon the closing of this Agreement. The two agreements are cross-defaulted such that a default by either party under one shall constitute a default by that party (or its Affiliate) under the other as well.

ARTICLE II

CLOSING AND PURCHASE PRICE

2.1 Closing. The consummation of the transactions contemplated in this Agreement (the “Closing”) shall take place at the offices of Nelson Mullins Riley & Scarborough LLP, 201 17th Street NW, Suite 1700, Atlanta, Georgia, at 10:00 a.m., Atlanta, Georgia time, on the date hereof, or by electronic exchange of documents (the “Closing Date”).

2.2 Purchase Price. In full consideration of the Seller’s sale, transfer, assignment and delivery to Purchaser of the Acquired Assets and subject to the terms and conditions of this Agreement, Purchaser agrees to (i) assume the Assumed Liabilities and (ii) pay an amount equal to Forty Million Dollars (\$40,000,000) (the “Purchase Price”).

2.3 Closing Payments. At the Closing, (a) Purchaser shall deposit (i) the Loss Reserve Holdback Amount, and (ii) the Indemnification Holdback Amount, with the Escrow Agent pursuant to an escrow agreement setting forth the terms and conditions for releasing such Amounts (“the Holdback Escrow Agreement”), and (b) Purchaser shall pay (to the account(s) set forth in the Funds Flow Memorandum provided to Purchaser at least one business day prior to Closing which shall also contain the wire instructions for each such Person) (i) the Seller Transaction Expenses to the payees thereof set forth on Schedule 2.3(b)(i), (ii) the Closing Date Debt to the such holders set forth on Schedule 2.3(b)(ii) and (iii) to Seller by wire transfer of immediately available funds the sum of the following: (A) the Purchase Price; minus; (B) any payoff amounts which shall be wired to secured parties or claimants to release any Encumbrances on the Acquired Assets; minus (C) the Loss Reserve Holdback Amount; minus (D) the Indemnification Holdback Amount, minus (E) the Seller Transaction Expenses, minus (F) the Closing Date Debt; minus (G) the Closing Date Over Billings set forth on Schedule 2.3(b)(iii) (the “Closing Date Over Billings Payment”).

2.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Acquired Assets by the parties as set forth on Schedule 2.4, as adjusted by any adjustments finally determined under Section 2.6. Such allocation is intended to comply with the requirements of Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Seller and Purchaser shall file Form 8594 with their respective Tax Returns consistently with such allocation. The parties shall treat and report the transaction contemplated by this Agreement in all respects consistently for purposes of any applicable taxes, including the calculation of gain, loss and basis with reference to the Purchase Price allocation made pursuant to this Section 2.4. The parties shall not take any action or position on any Tax Return or in any Tax Proceeding which is inconsistent with this Section 2.4 or other obligations set forth in this Agreement unless required to do so by a determination (as defined in Section 1313(a) of the Code). Seller agrees to indemnify and hold Purchaser harmless, and Purchaser hereby agrees to indemnify and hold Seller harmless, from and against any and all losses, liabilities and expenses (including additional income taxes and reasonable fees and disbursements of counsel) which may be incurred by the Indemnified Party as a result of the failure of the Indemnifying Party to so report the sale and purchase of the Acquired Assets as required by applicable Laws.

2.5 Withholding. Notwithstanding any other provision of this Agreement, Purchaser and any other applicable withholding agent shall be entitled to deduct and withhold (or cause to be deducted and

withheld) from amounts otherwise payable pursuant to this Agreement any such amounts as it is required to deduct and withhold under the Code or any provision of applicable state, local or foreign Law. To the extent that any amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. Notwithstanding anything to the contrary contained herein, any compensatory amounts payable pursuant to or as contemplated by this Agreement shall be remitted to the applicable employer for payment to the applicable Person through the regular payroll procedures.

2.6 Work In Process and Post-Closing Adjustments.

(a) No later than seven (7) Business Days prior to the Closing Date, for each of the Assumed Contracts, the Seller shall prepare and deliver a Baker Constructors Job Schedule Report (“Work In Process Report”) in accordance with the methodology set forth on Schedule 2.6(a), setting forth Seller’s good faith estimate of (i) the payments due to Seller under the Assumed Contracts for work performed but not billed (the “Closing Date Under Billings”) as of March 31, 2024, and (ii) the billings for work not yet performed by Seller under the Assumed Contracts (the “Closing Date Over Billings”) as of March 31, 2024. Purchaser may until one (1) Business Day prior to the Closing Date provide the Seller with comments to the Work In Process Report and Seller shall consider such comments in good faith. Seller shall provide all supporting documentation reasonably requested by Purchaser in connection with Purchaser’s review of the preliminary and final Work In Process Report.

(b) As promptly as practicable, but no later than thirty (30) days after the Closing Date, Seller shall prepare and deliver to Purchaser an updated work in process report in accordance with the methodology set forth on Schedule 2.6(a) setting forth its calculations of the actual Closing Date Under Billings as of the Closing Date and the actual Closing Date Over Billings as of the Closing Date, each as adjusted to include work performed and billings made from March 31, 2024 to the Closing Date, along with all working papers, back-up materials and support for such calculations (the “Post-Closing Work In Process Report”). No adjustments will be made to any item or project with no activity for the period from March 31, 2024 to the Closing Date. Purchaser shall have sixty (60) days from its receipt of the Post-Closing Work In Process Report to raise any objection(s) to the Post-Closing Work In Process Report, by delivery of written notice to Seller setting forth such objection(s) in reasonable detail (the “Disputed Items”). In the event that any such objection(s) are so delivered by Purchaser, the Post-Closing Work In Process Report shall be deemed not final, and Purchaser and Seller shall attempt, in good faith, to resolve the Disputed Items and, if they are unable to resolve all of the Disputed Items within twenty (20) days of delivery of such notice by Seller, shall, within ten (10) Business Days thereafter (or such earlier date as mutually agreed), submit the Disputed Items to a mutually agreeable Independent Accounting Firm (the “Independent Accounting Firm”). Purchaser and Seller shall provide to the Independent Accounting Firm all work papers and back-up materials relating to the Disputed Items requested by the Independent Accounting Firm to the extent available to Purchaser or Seller. Purchaser and Seller shall be afforded the opportunity to present to the Independent Accounting Firm any material related to the Disputed Items and to discuss the issues with the Independent Accounting Firm; *provided, however*, that any materials so provided to the Independent Accounting Firm shall also be made available to the other party hereto. The Independent Accounting Firm shall be authorized to resolve only those items remaining in dispute between the parties in accordance with the provisions of this Section 2.6(b) within the range of the difference between Purchaser’s position with respect thereto and Seller’s position with respect thereto. The determination by the Independent Accounting Firm, as set forth in a notice to be delivered to Purchaser and Seller within sixty (60) days after the submission of the Disputed Items to the Independent Accounting Firm, shall be final, binding and conclusive on Purchaser and Seller. The costs, expenses and fees of the Independent Accounting Firm shall be borne by Seller, on the one hand, and Purchaser, on the other hand, based on the percentage which the portion of the contested amount not awarded to such party bears to the amount actually contested by such party. The Post-Closing Work In Process Report, the Closing Date Under Billings and the Closing Date

Overbillings, each as revised to reflect the resolution of any Disputed Items by Purchaser and Seller and/or the Independent Accounting Firm, shall be deemed to be the "Final Work In Process Report," the "Final Closing Date Under Billings" and the "Final Closing Date Over Billings" and Schedule 2.6(a) shall be revised accordingly to reflect any such revisions.

(c) From and after Closing, the parties agree that Purchaser will be entitled to receive payments from the Seller for any excess of the Final Closing Date Over Billings over the Closing Date Over Billings Payment. If the Closing Date Over Billings Payment is in excess of the Final Closing Date Over Billings, the Seller will be entitled to receive payment from the Purchaser for such excess. Any such amounts due to Purchaser or Seller will be paid within fifteen (15) days of the finalization of the Final Work In Process Report. Seller will also be entitled to receive payments actually received for all Final Closing Date Under Billings, as reflected on the Final Work in Process Report. From and after Closing, if Purchaser receives any Closing Date Under Billings, (x) Purchaser shall pay such amounts to Seller within fifteen (15) days of the finalization of the Final Work In Process Report, and (y) for any Closing Date Under Billings Purchaser receives after the Final Work In Process Report, Purchaser shall pay such amounts to Seller within fifteen (15) days of receipt of such Closing Date Under Billings. Purchaser's obligation to pay Seller the Closing Date Under Billings, shall not be construed as a guarantee of collection; rather, the party will "pay-when-paid." Collection of any Closing Date Over Billing amounts from Work In Process, Accounts Receivable, or Retainage will not relieve the Seller of any liabilities associated with those payments which occurred prior to Closing. Amounts due to each Party pursuant to this Section 2.6(c) shall be subject to the post-Closing adjustment mechanism set forth in Section 2.6(b).

(d) In the event either party fails to pay the payments required with respect to Section 2.6(c), the party due such funds may set off any amount to which it claims to be entitled against amounts otherwise payable to or retained by such party pursuant to this Agreement. Any party disputing the amount of a set off may submit such dispute to an Independent Accounting Firm for resolution of the amount of the set off (and not whether such party is entitled to such set off) in the same manner set forth in Section 2.6(b) regarding disputes over Post-Closing Work In Process Reports. The exercise of such right of setoff by such party in good faith, whether or not ultimately determined to be justified, will not constitute a default under this Agreement, regardless of whether the other party disputes such setoff claim, or whether such setoff claim is for a contingent or unliquidated amount; provided, however, that any unjustified setoff shall be remitted within ten (10) days after final settlement of any outstanding dispute. Neither the exercise of, nor the failure to exercise, such right of setoff will constitute an election of remedies or limit a party in any manner in the enforcement of any other remedies that may be available to it under this Agreement.

2.7 Accounts Receivable. From and after the Closing, Purchaser agrees that any AR Payables it receives will be held in trust for Seller and paid over to Seller until all AR Payables are satisfied. Purchaser will exercise reasonable efforts to collect the AR Payables.

2.8 Retainage. Schedule 2.8(a) lists any retainage due to Seller for work performed as of the Closing Date and held back under the terms of the Assumed Contracts (excluding for the avoidance of doubt Estimated Closing Date Under Billings and the AR Payables) (the "Seller Retainage"), pending acceptance, completion or substantial completion of the work to be performed under the Assumed Contracts. Schedule 2.8(b) lists any retainage due from Seller to any subcontractor for work performed as of the Closing Date and held back under the terms of the Assumed Contracts (the "Subcontractor Retainage"), pending acceptance, completion or substantial completion of the work to be performed under the Assumed Contracts. Following the Closing, Purchaser will promptly pay over to Seller any Seller Retainage amounts Purchaser receives after Closing from the owners. From and after Closing, Purchaser shall not take any actions under the Assumed Contracts which would reduce or delay the payment of Seller Retainage and shall exercise good faith in the collection and delivery of the Seller Retainage.

Following Seller's receipt of the full Seller Retainage on each Assumed Contract, Seller shall promptly pay the Subcontractor Retainage related to such Assumed Contract.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER PARTIES

As of the Closing, Seller Parties, jointly and severally, makes the following representations and warranties to Purchaser:

3.1 Due Incorporation. Seller is a corporation, duly organized and validly existing and in good standing under the laws of the State of Florida with all requisite power and authority to own, lease and operate the Acquired Assets. Seller is duly authorized to do business and in good standing in each other jurisdiction where the nature of the Business or ownership of the Acquired Assets requires it to be so qualified, all of which are listed on Schedule 3.1(a). Complete and accurate copies of the articles of incorporation and the bylaws of Seller, as currently in effect, are attached to Schedule 3.1(b). Seller has delivered to Purchaser true, complete, and correct copies of its certificate of incorporation, bylaws, and any shareholder or similar agreements, as currently in effect.

3.2 Due Authorization. Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and Shareholder, and constitutes the legal, valid and binding obligation of Seller and Shareholder, enforceable in accordance with its terms. The execution, delivery and performance by Seller and Shareholder of this Agreement and all other instruments, agreements, certificates and documents contemplated hereby: (a) does not, and will not, violate or conflict with any provision of the articles of incorporation, bylaws or other governing documents of Seller (including any resolution adopted by the board of directors or the shareholders of Seller); (b) except as disclosed on Schedule 3.2(b), does not, and will not, violate or constitute a default under any Law, Permit or any Contract to which Seller or Shareholder is a party, or by which it or any of the Acquired Assets are bound; and (c) except as disclosed on Schedule 3.2(c), will not result in the creation of any Encumbrance upon the Acquired Assets, or permit the acceleration of any indebtedness secured by the Acquired Assets. No notice to, filing with, authorization of, exemption by, or consent of any Person is required in order for Seller or Shareholder to consummate the transactions contemplated hereby. Shareholder has beneficial and record ownership of all of the issued and outstanding capital stock of Seller, and there are no outstanding securities convertible into, or any options, warrants or other rights to acquire, any equity interests of Seller.

3.3 Title to Acquired Assets.

(a) Seller has good and marketable title to the Acquired Assets. At the Closing, Seller shall convey the Acquired Assets to Purchaser and shall vest in Purchaser good and marketable title to the Acquired Assets, free and clear of any and all Encumbrances. The Acquired Assets constitute all the assets necessary and sufficient, in all respects, to service the Assumed Contracts and carry on the Business, each in accordance with past practices, including the manner currently conducted by Seller. Furthermore, none of the Excluded Assets are material to the operation of the Business as currently conducted by Seller.

(b) (i) all tangible Acquired Assets are in the possession of the Seller at the Business Premises or at the work sites related to the Assumed Contracts, and (ii) all tangible Acquired Assets, including all machinery and equipment to be sold or transferred to Purchaser, are in operable condition, have been maintained in accordance with industry practice and are suitable for the use to which they are currently put by Seller, and (iii) with respect to any tangible Acquired Assets leased by Seller, such assets

are in such condition as to permit the surrender thereof to the lessors thereunder by the lessee thereof on the date hereof without any material cost or expense for repair or restoration if the related leases were terminated on the date hereof in the ordinary course of business.

(c) The inventories of Seller are in the physical possession Seller and none of such inventories are held on consignment. The fair market value of the inventories is at least equal to that reflected in the balance sheet contained in the Interim Financial Statements, and have been determined and valued in accordance with GAAP consistently applied. The inventories reflected in the balance sheet contained in the Interim Financial Statements: (i) were reasonable in relation to the then existing circumstances of Seller and classified as current assets in accordance with GAAP; and (ii) fairly reflect the average inventory levels maintained during the 3-month period then ending. All such inventories were acquired or produced in bona fide, arm's-length transactions entered into in the ordinary course of business consistent with past practices.

3.4 Financial Statements; Books and Records.

(a) Schedule 3.4(a) attaches: (i) the audited balance sheets of the Business as of December 31, 2022 and December 31, 2021, and the related audited statements of operations for the 12-month periods then ended (the "Annual Financial Statements"); and (ii) the unaudited balance sheet of the Business as of December 31, 2023 and March 31, 2024, and the related unaudited statements of operations for the 12-month period then ended and the three month period then ended, respectively (the "Interim Financial Statements," together with the Annual Financial Statements, the "Financial Statements"). The Financial Statements: (i) are true, complete and correct in all material respects, have been prepared in accordance with GAAP, and properly reflect all assets and liabilities of the Business as then in existence; and (ii) have been prepared in accordance with the books and records of Seller.

(b) The books of account and other business records of the Business, all of which are in the possession of Seller and have been made available to Purchaser, have been maintained in accordance with commercially reasonable business practices, consistently applied, including the maintenance of an adequate system of internal controls, and fairly and accurately provide the basis for the consolidated financial position and results of operation of the Business as set forth in the Financial Statements. The Business has no records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent on or held by any means (including any electronic, mechanical or photographic process, whether computerized or not, including all means of access thereto and therefrom) which are not under the exclusive ownership and direct control of the Business.

(c) The Business has no liabilities other than: (i) those specifically set forth on or reserved against the Financial Statements or accounts payable and accrued expenses incurred after the date of the balance sheet contained in the Interim Financial Statements, in each case incurred in the ordinary course of business consistent with past practices, none of which is, individually or in the aggregate, material; and (ii) liabilities under this Agreement.

3.5 Taxes. Seller has timely filed or will timely file (taking into account available extensions of time to file timely obtained) all Tax Returns required to be filed by it in all jurisdictions in which it has a Tax nexus. All such Tax Returns are true, correct and complete in all material respects. Seller has timely and fully paid and discharged all required Taxes whether or not reflected or otherwise shown as due on such Tax Returns. Seller has withheld, collected and timely paid over to the appropriate Taxing Authority, or is properly holding for such payment and will timely and properly pay, all Taxes required by applicable Law to be withheld or collected and remitted to the appropriate Taxing Authority by it. Seller is not a party to any Tax allocation, Tax indemnity or Tax sharing agreement or any other agreement or arrangement relating to the sharing, indemnification or payment of any Taxes (other than customary financial or

commercial contracts entered into in the ordinary course of business the principal purpose of which is not related to Tax). No unpaid Tax assessment, deficiency or adjustment has been assessed against Seller by any Taxing Authority. Seller has not received any notice of assessment or proposed assessment in connection with any Taxes or Tax Returns and Seller has not been notified in writing that it is currently under audit by any Taxing Authority or that any Taxing Authority intends to conduct such an audit, and no action, appeal, litigation, suit, investigation, claim or assessment relating to the Seller's Taxes (each, a "Tax Proceeding") is currently active, pending or, to the Seller's Knowledge, proposed with respect to any alleged deficiency in Taxes. Seller has not waived any statute of limitations or granted any extension of time in respect to the assessment or collection of any Taxes by any Taxing Authority. There are no Liens for Taxes on any of the Acquired Assets or the Business. No Taxing Authority of a jurisdiction in which Seller does not file Tax Returns has notified Seller that it may be subject to Taxes or required to file Tax Returns in such jurisdiction with respect to the Acquired Assets or the Business. The Seller has no knowledge of any liability it has with regard to Taxes that could reasonably be asserted against Purchaser or the Acquired Assets by any Taxing Authority following the Closing Date including as a successor or transferee or by application of applicable Law. The Seller has complied in all material respects with all applicable Tax reporting and recordkeeping requirements, including but not limited to all required filings relating to withholding Taxes and the retention and maintenance of applicable sales and use tax exemption certificates substantiating the treatment of such sales/services as exempt from sales and/or use Taxes, as applicable. Seller is treated as an S corporation for federal (and applicable state and local) income Tax purposes and it is Seller's intent that it will retain such income Tax status through the Closing Date. Seller has filed a pass-through entity election in Georgia to have the Seller (rather than its shareholders) be responsible for the payment of income Taxes in such state on the income generated by Seller's business activities. Seller has not entered into any settlement or any other agreement with any Taxing Authority that would be binding on Purchaser and potentially adversely affect Purchaser's unencumbered use of the Acquired Assets or the operation of the Business after the Closing.

3.6 Contracts.

(a) Schedule 3.6(a)(i) is an accurate and complete list of all Contracts relating to active projects of the Business. Schedule 3.6(a)(ii) is an accurate and complete list of all other Contracts relating to the Business, including debts, loans, security agreements, supplier agreements, customer agreements, joint venture or partnership agreements, and equipment and other leases. With respect to the Assumed Contracts, such Contracts are in full force and effect in all respects.

(b) Seller has delivered to Purchaser a true, correct and complete (i) copy of each Contract (including any amendments or modifications thereto) and (ii) written summary setting forth all of the material terms and conditions of any oral Contract.

(c) Except as set forth on Schedule 3.6(c), (i) each Contract is valid, binding, in full force and effect, and enforceable by Seller against the other parties thereto in accordance with its terms, and is not subject to any material claims, charges, set-offs or defenses, (ii) Seller is not in material breach or material default, nor has the Seller received or been threatened by any notice of any such breach or default, under any of the Contracts, nor has any event occurred which with the giving of notice or the passage of time (or both) would constitute a material default by the Seller thereunder, (iii) the Seller has not waived any material rights under any of the Contracts, or modified any material terms thereof, and (iv) to the Seller's Knowledge, no other party to any Contract is in material breach or material default in any respect thereunder, nor has any event occurred which with the giving of notice or the passage of time (or both) would constitute a material default by such other party thereunder.

(d) Except as set forth on Schedule 3.6(d), there is no threatened termination of, or threatened non-renewal of, or threatened material reduction in any volumes under, or any material change

in any pricing under, any Contract. Except as set forth on Schedule 3.6(d), there are no, and since January 1, 2024, there have not been any, claims pending or threatened under any Contract, nor settlements or similar agreements entered into in connection with any Contract, which settlement or similar agreement is currently in effect.

3.7 Permits. Seller holds the Permits described on Schedule 3.7 (each of which is in full force and effect) and are sufficient for the lawful operation of the Business by Seller or its ownership of the Acquired Assets. Seller is in material compliance with all Permits and has not received notice of termination, revocation, modification or nonrenewal of any Permit, and is not delinquent in the payment of any Taxes or fees with respect to Seller's Permits. Seller has delivered true, correct and complete copies of each Permit to Purchaser.

3.8 Litigation. Except as set forth on Schedule 3.8, there are no actions, suits, disputes, Legal Proceedings or governmental investigations pending or, to Seller's Knowledge, threatened against or affecting the Business or any of the Acquired Assets, the Business Premises, or relating to the transactions contemplated by this Agreement. Seller is not named in any order, judgment, decree, stipulation or consent of or with any Governmental Authority that affects or may affect the Business, the Acquired Assets, the Business Premises or the transactions contemplated by this Agreement.

3.9 Insurance. Schedule 3.9 sets forth a list of all insurance policies currently carried by Seller related to the Business, and also sets forth an accurate list of all insurance loss runs and worker's compensation claims received for the most recently ended three (3) policy years. True, complete, and correct copies of all insurance policies carried by Seller related to the Business that are presently in effect have been provided to Purchaser, and currently are, and will remain without interruption through the Closing Date, in full force and effect. No insurance carried by Seller related to the Business has been canceled by the insurer during the past three (3) years, and Seller has never been denied insurance coverage in any regard or to any degree.

3.10 Intellectual Property. Schedule 3.10 sets forth a complete and correct list of the Intellectual Property used or held for use in and material to the Business (the "Material Intellectual Property"), and all licenses or similar agreements or arrangements with respect to the Material Intellectual Property to which Seller is a party either as licensee or licensor. Seller owns and possesses all right, title and interest in and to, or has a valid, enforceable and transferable license to use, the Material Intellectual Property, and the Material Intellectual Property constitutes all proprietary rights material to the operation of the Business. No claim by any third party contesting the validity, enforceability, use or ownership of any of the Material Intellectual Property has been made, is currently outstanding or to the Knowledge of Seller, is threatened. Neither Seller Party has received any notices of, and is not aware of any facts which indicate a likelihood of any infringement or misappropriation by, or conflict with, any Person with respect to the Material Intellectual Property including any demand or request that Seller license rights from, or make royalty payments to, any Person. Seller has not infringed, misappropriated or otherwise conflicted with any proprietary rights of any third parties and Seller is not aware of any infringement, misappropriation or conflict which may occur as a result of the continued operation of the Business or the Acquired Assets.

3.11 Environmental Matters.

(a) To the Knowledge of Seller, Seller has obtained all approvals, authorizations, certificates, consents, licenses, orders and permits or other similar authorizations of all Governmental Authorities, or from any other Person, that are required under any Environmental Law applicable to the Business, all of which are identified separately on Schedule 3.7. With respect to any such Environmental Permits, Seller has undertaken, all measures necessary to facilitate transferability of the same, and neither Seller Party is aware of any condition, event or circumstance that might prevent or impede the transferability

of the same, and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(b) To the Knowledge of Seller, there are no present, nor have there been any past, events, conditions, incidents, actions or omissions caused by or involving Seller related to the Business, the Owned Business Premises, or the Leased Business Premises, that violate or would reasonably be expected to violate any Environmental Law or that may give rise to any liability: (i) under any Environmental Law; (ii) based on or related to the manufacture, processing, distribution, use, generation, treatment, storage (including without limitation underground storage tanks), disposal, transport or handling, or the emission, discharge, release or threatened release of any Pollutant; or (iii) resulting from exposure to workplace hazards, including mold, other microbial matter, or any Pollutants. Seller has not received any Environmental Notice, demand, letter, claim or request for information from any Governmental Authority concerning the Business, any facilities, or Business Premises currently or formerly owned (including soils, groundwater, surface water, buildings, and other structure located thereon), operated, leased or occupied by Seller related to the Business alleging violation of or liability under any Environmental Law and there are no pending proceedings, actions, orders, decrees, injunctions or other claims, or, to the Knowledge of Seller, any threatened proceedings, actions, orders, decrees, injunctions or other claims alleging liability under any Environmental Law.

(c) Seller Parties have made available to Purchaser all environmental documents, studies and reports that are in the possession of Seller Parties relating to: (i) the Business Premises; or (ii) any liability under Environmental Law of Seller related to the Business.

(d) Except for an above ground fuel facility, together with its appurtenances, currently on the Business Premises, Seller has never installed and to the Knowledge of Seller, there are not any underground storage tanks, above ground storage tanks, asbestos-containing materials, polychlorinated biphenyls (PCB) or PCB-containing material or equipment, per- and poly-fluoroalkyl substances (PFAS) or PFAS-containing material, landfills, surface impoundments, underground injection wells, or disposal areas on the Business Premises

(e) None of the Business or the Acquired Assets or any real property currently or formerly owned, leased or operated by Seller in connection with the Business, including the Business Premises, is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(f) Neither the Seller (nor any other Person to the extent giving rise to liability for the Seller) has treated, stored, manufactured, installed, processed, marketed, sold, distributed, disposed of, arranged for or permitted the disposal of, transported, handled, exposed any Person to, or released any Pollutants, or owned or operated any property or facility contaminated by Pollutants, in each case, which has or will give rise to any material liability of the Seller under Environmental Laws.

(g) Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(h) Neither Seller Party is aware of nor reasonably anticipates, as of the Closing Date, any condition, event or circumstance concerning the release or regulation of Pollutants that might, after the Closing Date, result in a Material Adverse Effect or prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the Business or the Acquired Assets as currently carried out.

(i) Seller is not required or obligated to make any capital or other expenditure to comply with any Environmental Law.

3.12 Compliance with Laws. To the Knowledge of Seller, Seller has complied in all respects with all Laws (including all Environmental Laws) applicable to it, the Business, the Business Premises and the Acquired Assets. No claims have been filed, or to the Knowledge of Seller, threatened against Seller alleging a violation of any such Laws. Neither Seller Party has given or agreed to give any money, material gift or similar material benefit to any actual or potential customer, supplier, government employee, insider or any other Person in a position to assist or hinder any actual or proposed transaction.

3.13 Subsidiaries. Seller does not own any direct or indirect interest in any corporation or business activity related to the Business and Seller is not a participant in any partnership or any joint venture with any third party related to the Business.

3.14 Transactions with Related Parties. Except for the Owned Business Premises or as otherwise set forth on Schedule 3.14(a), since January 1, 2021, no employee, officer, director, shareholder (or immediate family member of any of the foregoing) or Affiliate of Seller (the “Related Parties”) has engaged in transactions with (including loans), provided services to, accepted services from, or otherwise done business with Seller in connection with the Business or the Acquired Assets. Except for the Owned Business Premises or as otherwise set forth on Schedule 3.14(b), neither Seller Parties, any employee, officer, director or shareholder of Seller, nor any spouse or child of any such Person owns or has any interest in, directly or indirectly, any real or personal property owned by or leased to Seller related to the Business.

3.15 Owned and Leased Business Premises.

(a) Neither Seller nor any of its Affiliates owns or has an option or obligation to purchase any real property related to the Business, other than the Owned Business Premises. Real Estate Seller has good and marketable title in fee simple to the Owned Business Premises, free and clear of all encumbrances except the “permitted exceptions” as defined in Real Estate Purchase Agreement. Seller and Real Estate Seller have not received written notice that the construction, occupancy, operation or use of the Owned Business Premises is in violation of any applicable laws, restrictive covenants or deed restrictions. The structures and improvements on the Owned Business Premises are in operating condition and free of any material structural defects. No portion of the Owned Business Premises are subject to any governmental decree or order to be sold or is being, or has been, condemned, expropriated or otherwise taken by any public authority, nor to Seller’s knowledge, has any such condemnation, expropriation or taking been proposed. There are no contractual or legal restrictions that preclude or restrict the ability to use the Owned Business Premises for the current use of such real property.

(b) Seller does not lease any real property related to the Business, other than the Owned Business Premises and the Leased Business Premises. Schedule 3.15(b) sets forth a complete list of all the leases with respect to the Business Premises (individually, a “Real Property Lease” and collectively, the “Real Property Leases”). The Seller has not received any written notice of any default or event with notice or lapse of time, or both, would constitute a default by the Seller under any of the Real Property Leases. Seller has delivered to Purchaser true and complete copies of the Real Property Leases and all other instruments granting such leasehold interests, rights, options or other interests.

(c) To the Knowledge of Seller, the Leased Business Premises is in operable condition and is suitable for the conduct of the Business as currently conducted by Seller. Seller has not received any notice from any insurance company or board of fire underwriters of any defects or inadequacies that could adversely affect the insurability of any Leased Business Premises or requesting the performance of any material work or alteration with respect to any Leased Business Premises. To the Knowledge of Seller, (a)

there is no pending or threatened condemnation or other governmental taking of any Leased Business Premises or any part thereof, (b) the Leased Business Premises is in compliance with all zoning requirements, (c) no fact or condition exists that could result in the termination or impairment of presently available access to any portion of any Leased Business Premises from adjoining public or private streets or ways or in the discontinuation of presently available and otherwise necessary sewer, water, electric, gas, telephone or other utilities or services, and (d) there are no special, general or other assessments pending against Seller related to the Business or affecting any Leased Business Premises that would be payable by the lessee thereof. Seller has not entered into any brokerage arrangement with respect to any Leased Business Premises.

3.16 Labor Matters. With respect to employees of and service providers to Seller in connection with the Business:

(a) Schedule 3.16(a) provides a true and complete list (including names, titles, compensation, date of hire, active or leave of absence status, exempt vs. non-exempt status and full vs. part-time status) of all Seller's employees employed primarily in connection with the Business or the Acquired Assets (a "Business Employee") as of the date hereof.

(b) Seller is not a party to, nor currently in negotiations to become a party to, any Contract or collective bargaining agreement with any labor organization with respect to the Business Employees, the Business Employees have never been represented by any labor organization and Seller is not aware of any plan on behalf of any of the Business Employees to obtain a collective bargaining agreement;

(c) no organization or representation question has been threatened or is currently pending with respect to Business Employees and there has not been any organization or representation activity within the past three (3) years for any Business Employee or prior employees of Seller;

(d) Seller has complied in all material respects with all applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours, including any such laws respecting employment discrimination, sexual harassment, workers' compensation, family and medical leave, the Immigration Reform and Control Act, and occupational safety and health requirements, and has not and is not engaged in any unfair labor practice discrimination, harassment, or retaliation;

(e) Seller has a correct and complete Form I-9 for all current and, where required by law, former employees;

(f) there is not now, nor within the past three (3) years has there been, any government audit or investigation, unfair labor practice complaint, or claim or charge of discrimination, retaliation, harassment, or other unlawful act against Seller pending or, to the Knowledge of Seller threatened, before the National Labor Relations Board, the Equal Employment Opportunity Commission, the U.S. Department of Labor, OSHA, or any other comparable state or local authority or court;

(g) there is not now, nor within the past three (3) years has there been, any labor strike, slowdown or stoppage actually pending or, to the Knowledge of Seller, threatened, against or directly affecting Seller;

(h) all Persons classified by Seller as independent contractors do satisfy and have satisfied the requirements of Applicable Law to be so classified, and Seller has fully and accurately reported their compensation on IRS Forms 1099 when required to do so.

(i) all Business Employees classified as exempt from overtime pay are and have been properly classified.

3.17 Employee Benefits.

(a) Identification of Employee Benefit Plans. Schedule 3.17(a) lists each employee benefit plan, arrangement, policy or commitment (including an employee benefit plan within the meaning ascribed to such term in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) related to the Business, including, without limitation, any employment, consulting or deferred compensation agreement, executive compensation, bonus, incentive, pension, profit-sharing, savings, retirement, stock option, stock purchase, severance pay plan, retention plan, any life, health, disability, accident or insurance plan or any holiday, vacation, sick time, paid-time off or other employee practice, policy or benefit (such plans and other arrangements collectively referred to herein as “Employee Benefit Plans”) participated in or maintained by Seller (or Seller’s Affiliates) with respect to Business Employees or with respect to which Seller (or Seller’s Affiliates) has made contributions with respect to Business Employees or with respect to which Seller has, or in the future could reasonably be expected to have, any liability related to the Business Employees. For purposes of this Section 3.17, Seller includes any other entity or business that is treated as a single employer with Seller pursuant to Section 414(b), (c), (m) or (o) of the Code. Seller has made available to Purchaser true, correct and complete copies of all such written Employee Benefit Plans and related documents and descriptions of any such unwritten Employee Benefit Plans related to any Business Employee, including (i) each plan document and any amendments thereto; (ii) to the extent applicable, annual reports including Forms 5500 (with schedules attached), 990 and 1041 for the preceding three (3) years for the plan and any related trust; (iii) the most recent summary plan description for each Employee Benefit Plan for which such summary plan description is required and any subsequent summary material modifications; (iv) each trust agreement and insurance or individual or group annuity contract relating to any Employee Benefit Plan; (v) each non-routine communication within the preceding 12 months involving a plan or any related trust to or from the Internal Revenue Service (“IRS”), Department of Labor (“DOL”), Pension Benefit Guaranty Corporation or any other Governmental Body; (vi) with respect to any SIMPLE IRA, Simple Employee Pension (SEP), SEP-IRA, the IRS Form 5304, Form 5305, prototype or individual designed plan document and the annual participant notices for the preceding three (3) years; (vii) any voluntary correction filings with the IRS, the DOL or any other Governmental Body with respect to any Employee Benefit Plan, (viii) any ERISA “top hat” filing; (ix) to the extent applicable, the most recent determination letter received from the IRS pertaining to any Employee Benefit Plan that is an ERISA “employee pension benefit plan” (within the meaning of Section 3(2) of ERISA); (x) to the extent applicable, annual minimum coverage, top-heavy and non-discrimination testing reports for the preceding three (3) years; (xi) if Seller is or has been an “applicable large employer” (as defined for purposes of the Patient Protection and Affordable Care Act, as amended (“PPACA”)), each Form 1094-C filed in the preceding six (6) years.

(b) Employee Benefit Plan Compliance. With respect to each Employee Benefit Plan, to the Knowledge of Seller, no event has occurred, and there exists no condition or set of circumstances in connection therewith, for which Seller could reasonably be subject to any liability under ERISA, the Code or any other applicable Law, except liability for benefit claims and funding obligations payable in the ordinary course. Each Employee Benefit Plan is in substantial compliance with, and has been administered in all material respects consistent with, its terms, ERISA, the Code, and other applicable Law, including, but not limited to, all applicable reporting and disclosure requirements. All contributions, deferrals, premiums and benefit payments under or in connection with the Employee Benefit Plans that are required to have been made with respect to compensation paid or otherwise as of the Closing will have been (or will be) timely made. No prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code, or breach of any fiduciary duty under Title I of ERISA, has occurred with respect to any

Employee Benefit Plan and no civil or criminal action is pending or, to Seller's Knowledge, threatened against any Employee Benefit Plan sponsored by Seller. Seller has timely filed or caused to be timely filed with the IRS all applicable annual reports for each Employee Benefit Plan for all years and periods for which such annual reports were required through the Closing Date. No condition exists that could cause Seller to have any liability for an assessable payment under Section 4980H of the Code. No event has occurred or condition exists that could subject Seller to any liability on account of a violation of the health care requirements of Part 6 or 7 of Title I to ERISA or Section 4980B or 4980D of the Code. Seller has made all required filings and disclosures and maintained records that are sufficient to satisfy the reporting requirements under Sections 6055 and 6056 of the Code, to the extent required, for all periods of time up to and with respect to the Closing Date. Each Person who is classified by Seller as an independent contractor has been properly classified for purposes of participation and benefit accrual under each Employee Benefit Plan.

(c) Certain Types of Employee Benefit Plans. None of the Employee Benefit Plans is (i) subject to Title IV of ERISA, (ii) a "multiemployer plan" (within the meaning of Section 3(37) of ERISA), (iii) a "multiple employer plan" (within the meaning of Code Section 413(c)), (iv) a "multiple employer welfare arrangement" (within the meaning of Section 3(40) of ERISA), (v) a self-insured group health plan, (vi) a "nonqualified deferred compensation plan" for purposes of Section 409A of the Code, (vii) a SIMPLE IRA plan (within the meaning of Section 408 of the Code), (viii) a plan maintained by a professional employer organization pursuant to a service agreement between any such professional employer organization and the Seller, or (ix) an arrangement that provides for any severance pay. No Employee Benefit Plan provides for the payment of any tax gross-up payments to any individual in connection with any penalties or taxes imposed under Code Section 409A, Code Section 280G or Code Section 4999. No Employee Benefit Plan provides for post-employment benefits of any kind whatsoever (other than, with respect to Seller, under COBRA, the Federal Social Security Act or any Employee Benefit Plan qualified under Section 401(a) of the Code) to any former director or employee of, or other provider of services to, the Seller (or a beneficiary of any such Person), nor have any representations, agreements, covenants or commitments been made to provide such benefits.

(d) COBRA. Schedule 3.17(d) lists the name of each "covered employee" (as defined for purposes of Section 4980B of the Code and Section 601 et seq. of ERISA)("COBRA") who has experienced a "qualifying event" (as defined in COBRA) with respect to any Employee Benefit Plan for purposes of "continuation coverage" (as defined in COBRA) and whose maximum period for continuation coverage required by COBRA or similar state law has not expired, and provides the date of the qualifying event, the type of qualifying event and the last day of the applicable COBRA coverage period. Schedule 3.17(a) also lists the name of each "covered employee" who is on leave of absence (paid or unpaid) and whether such person is eligible for COBRA continuation coverage.

(e) Change in Control Benefits. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will: (i) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) or penalty becoming due to any officer, director, or former or current employee of, or service provider to, the Seller or to any sponsor, service provider or administrator of any Employee Benefit Plan; (ii) materially increase any benefits otherwise payable by Seller under an Employee Benefit Plan; or (iii) result in the acceleration of the time of payment or vesting of any benefits under an Employee Benefit Plan.

3.18 Adverse Changes. Since January 1, 2024, (i) Seller has conducted its business only in the ordinary course of business consistent with past practices, (ii) there has not been any materially adverse change in the Business or the Acquired Assets and (iii) there have been no events, changes, occurrences, circumstances or developments, or threats or any of the foregoing, that has had or could reasonably be likely

to have, a Material Adverse Effect on the Business as heretofore conducted by Seller. Except as contemplated by this Agreement or as set forth on Schedule 3.18, since January 1, 2024, Seller has not:

- (a) incurred any Debt, other than in the normal course of acquiring equipment;
- (b) changed any accounting principles, methods or practices, or the manner in which it keeps its books and records, or its practices with regard to the booking of sales, receivables, payables or accrued expenses or materially altered its payment or collection practices;
- (c) (A) granted any severance, continuation or termination pay to any director, officer, member, shareholder or employee; (B) entered into any employment, consulting, deferred compensation or other similar agreement (or any amendment to any such existing agreement) with any director, officer, member or employee; (C) increased, amended, or changed compensation, bonus or other benefits payable or potentially payable to current or former directors, officers, members or employees, other than that as may be required by Law; (D) adopted any new or changed the terms of any existing bonus, retention, change in control, pension, insurance, health or other benefit plan or arrangement; or (E) represented to any employee or former employee of Seller that Seller, Purchaser or any other Person would continue to maintain or implement any benefit or would continue to employ such employee after the Closing Date;
- (d) suffered any damage, destruction or loss (whether or not covered by insurance) to any of its material properties or assets or disposed of any assets other than inventory in the ordinary course of business consistent with past practices;
- (e) except in the ordinary course of business consistent with past practices and levels, granted customers of the business any rebates, price concessions, discounts or allowances, materially altered its pricing or payment terms or agreed to any material reduction in discounts received from suppliers or any material increase in the price of raw materials;
- (f) made any declaration, setting aside or payment of any dividend or other distribution with respect to, or any repurchase, redemption or other acquisition of, any of the Interests or other equity interests;
- (g) purchased, leased or otherwise acquired (whether by merger, consolidation, or other business combination, purchase of securities, purchase of assets or otherwise) any material portion of the business or assets of any other Person;
- (h) made, changed or revoked any material Tax election, elected or changed any material method of accounting for Tax purposes, settled any Legal Proceeding in respect of Taxes or entered into any Contract in respect of Taxes with any Governmental Authority;
- (i) terminated or closed any facility, business or operation;
- (j) written up or down any of its material properties or assets or materially revalued any of its inventory or altered its inventory management or valuation policies or practices;
- (k) cancelled, waived or compromised any Debt, right or claim having a value of more than \$10,000 (individually) or an aggregate value in excess of \$25,000;
- (l) sold, assigned, transferred or granted any rights to any Intellectual Property (other than non-exclusive license grants to customers in the ordinary course of business), entered into any settlement regarding the breach or infringement of any Intellectual Property, or taken any action (or, to

Seller's Knowledge, failed to take any action) that has resulted in, or would reasonably be likely to result in, the loss, lapse, abandonment, invalidity or enforceability of any of its Intellectual Property;

(m) made any capital expenditures or capital additions or betterments in excess of an aggregate of \$25,000;

(n) made any purchase commitment outside the ordinary course of business consistent with past practice, or made any advances to any Person, other than to employees in the ordinary course of business consistent with past practice;

(o) instituted, threatened, received threat of, or become a party to, any Legal Proceeding; or

(p) committed or agreed to do any of the foregoing.

3.19 Government Contracts.

(a) Each Government Contract is listed on Schedule 3.19(a) identified by (i) contract name, (ii) customer, (iii) customer's contract or order number, (iv) date of award, (v) period of performance (vi) whether the award was made based on a socio-economic preference such as, but not limited to, small business status or participation in the 8(a) business development program. True and complete copies of each Government Contract, including all modifications thereto, have been delivered by the Seller to Purchaser.

(b) Schedule 3.19(b) lists and identifies each outstanding Government Bid identified by (i) Governmental Authority or higher tier subcontractor to which the Government Bid was made (ii) date submitted, (iii) subject matter of such Government Bid, (iv) whether the award was made based on a socio-economic preference such as, but not limited to, small business status or participation in the 8(a) business development program and (v) anticipated award date. True and complete copies of each Government Bid, including all amendments thereto, have been delivered by the Seller to Purchaser.

(c) The Government Contracts were entered into in the ordinary course of business based upon assumptions that the Seller's management believes to be reasonable. Except for those contracts listed on Schedule 3.19(c), the Seller has no Government Contract for which the most recent estimated total costs of completing, as estimated in good faith by the Seller, indicates that such Government Contract will be completed at a loss (i.e., the total cost of performance as reasonably calculated by the Seller will exceed the total payments by the customer).

(d) The Seller has complied in all material respects with all applicable statutory and regulatory requirements pertaining to the Government Contracts and Government Bids.

(e) Except as set forth on Schedule 3.19(e), (i) the Seller has complied in all material respects with all terms and conditions of its Government Contracts, whether incorporated expressly, by reference, or by operation of Law; (ii) the Seller's cost accounting, purchasing, inventory, and quality control systems are (and have been) in material compliance with all applicable government procurement statutes and regulations and with the requirements of its Government Contracts; (iii) the cost accounting practices that the Seller used or is using to estimate and record costs in connection with the submission of Government Bids and performance of each Government Contract are (and have been) in material compliance with applicable Law and have been properly disclosed to each applicable Governmental Authority (if required to be disclosed by applicable Laws); (iv) the Seller is in material compliance with all applicable Laws with respect to the possession and maintenance of all government-furnished property

related to the Business; and (v) the Seller has complied with any covenant against contingent fees under any Government Contract.

(f) All invoices, representations and certifications made or submitted by or on behalf of the Seller in connection with any Government Contract or Government Bid were current, accurate, and complete in all respects as of the date of their submission. The Seller has complied in all material respects, as determined by the applicable Governmental Authority, with all applicable representations, certifications, and disclosure requirements under each Government Bid and Government Contract.

(g) The Seller has developed and implemented a government contracts compliance program related to the Business that includes corporate policies and procedures designed to ensure compliance with applicable government procurement statutes, regulations and contract requirements, including an “ethics compliance” policy. No facts exist that could reasonably be expected to result in liability to the Seller under the False Claims Act related to the Business. In connection with the Business, the Seller has not made any payment, directly or indirectly, to any Person in violation of applicable Laws, including, without limitation, the Procurement Integrity Act (41 U.S.C. § 423) and other Laws relating to bribes, gratuities, kickbacks, lobbying expenditures, political contributions, and contingent fee payments. The Seller has provided each of Business Employee and independent contractor of the Business with a copy of its “ethics compliance” policy and instructed them to comply with such policy. Each such employee and independent contractor has conducted himself, herself or itself in accordance with the “ethics compliance” policy.

(h) The Seller has not undergone, or is not undergoing, any audit, examination of records or investigation (including internal investigations or inquiries) relating to any of its Government Contracts (other than in the ordinary course of business).

(i) Except as described on Schedule 3.19(i), in connection with the Government Contracts, there are no adverse past written performance ratings by any Governmental Authority, or, to the Knowledge of Seller, any facts that would reasonably be expected to result in a less than satisfactory past performance evaluation or rating by any Governmental Authority, or to the Knowledge of Seller, that could reasonably be expected to adversely affect the evaluation of the Seller’s bids or proposals for future Government Contracts.

(j) Except as set forth on Schedule 3.19(j), Seller has not been awarded any prime contract in connection with the Business by any Governmental Authority under which such Person certified or represented that such Person was a small business, minority business enterprise, veteran-owned small business, HUBZone small business, small disadvantaged business, service disabled veteran owned business, 8(a) certified business, or women-owned small business under any applicable Law. Except as set forth on Schedule 3.19(j)(ii), the Seller has not, in connection with the Business, certified or represented in writing to any prime contractor or any higher-tier subcontractor that such Person is a veteran-owned small business, HUBZone small business, minority business enterprise, small disadvantaged business, service disabled veteran owned business, 8(a) certified business, or a women-owned small business under any applicable Law.

3.20 Government Contract Disputes, Claims and Litigation; Sanctions.

(a) Except as described on Schedule 3.20(a), there are no outstanding claims or disputes against the Seller relating to any Government Contract, nor any facts or allegations that would reasonably be expected to result in such a claim or dispute in the future, and neither any Governmental Authority nor any prime contractor or higher-tier subcontractor under a Government Contract has notified the Seller in writing of any material violation or breach of any statute, regulation, representation,

certification, disclosure obligation, contract term or condition related to the Business. Neither Seller, nor any of its employees or independent contractors, has been, or is currently under or identified in any agency, civil or criminal investigation, or indictment disclosed to the Seller involving alleged false statements, false claims or other misconduct relating to any of its Government Contract or Government Bids.

(b) None of Seller, nor to the Knowledge of Seller, any of its employees or independent contractors, has been, or currently is, a party to any agency, civil or criminal Legal Proceeding involving alleged false statements, false claims or other misconduct relating to any Government Contract or Government Bids, and there is no such Legal Proceeding pending or threatened.

(c) Except as set forth on Schedule 3.20(c), neither any Governmental Authority nor any prime contractor or higher-tier subcontractor under a Government Contract has withheld or set-off, or attempted to withhold (other than the hold-backs pursuant to contracts in the ordinary course of business) or set-off, material amounts of money otherwise acknowledged to be due to the Seller under a Government Contract.

(d) The Seller has not received any show cause, cure, deficiency, default, or similar notice relating to any Government Contract. None of the Seller, nor any its employees or independent contractors, has within the last five (5) years been or is currently suspended, debarred or proposed for suspension or debarment from government contracting, and no facts exist which could cause or give rise to such suspension or debarment or proposed suspension or debarment. No determination of non-responsibility has ever been issued against the Seller with respect to any Government Bid within the last five (5) years. Except as set forth on Schedule 3.20(d), the Seller has not received any notice in writing terminating or threatening to terminate any Government Contract for default or convenience, nor has any Government Contract to which the Seller is or was a party been terminated for default or convenience within the last three (3) years, and there is no reasonable basis for any termination for default.

3.21 Brokers. Neither Seller Party has incurred any Liability for brokerage or finders' fees or agents' commission or other similar payment in connection with the transactions contemplated by this Agreement other than to Heritage Capital, LLC.

3.22 PPP Loan; EIDL. Except as set forth on Schedule 3.22, Seller has not obtained a "Paycheck Protection Program" loan through the U.S. Small Business Administration (a "PPP Loan") under the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748) (together with all amendments thereto and the statutes, rules and regulations promulgated thereunder and any successor to such statutes, rules or regulations, as in effect on the date hereof, the "CARES Act"), has not applied for or received any funds pursuant to the "Economic Injury Disaster Loan" program (an "EID Loan") or an advance on an EID Loan pursuant to Section 1110 of the CARES Act or any similar programs in any state, local or non-U.S. jurisdiction, and did not apply for or receive any funds relating to the Covid-19 pandemic under any federal program or any similar programs in any state, local or non-U.S. jurisdiction.

3.23 FFCRA Compliance.

(a) Seller has, since April 1, 2020, retained all information required to substantiate any Qualified Leave Wages, and any Qualified Health Plan Expenses, as required by the IRS, including by retaining copies of properly filed IRS Forms 941 and 7200 to the extent applicable.

(b) Since April 1, 2020, Seller has not funded or paid any Qualified Leave Wages, Qualified Health Plan Expenses, or any Medicare Tax on Qualified Leave Wages, from amounts allocated to or reserved for the payment of employment Taxes (including amounts already withheld) or that are set aside for deposit with the IRS, in each case, whether or not shown on the Financial Statements.

(c) Since April 1, 2020, Seller has not requested an “advance payment of employer credits” on IRS Form 7200 or otherwise and has not received a refund of Tax credits for Qualified Leave Wages or any “employee retention credit” described in Section 2301 of the CARES Act.

(d) Seller has not made a claim for Tax credits in respect of the same wages pursuant to the Families First Coronavirus Response Act (“FFCRA”) and the CARES Act.

3.24 Books and Records. Seller has maintained its books and records in the ordinary course of business, and the books and records fairly and correctly set out and disclose all material transactions relating to Seller.

3.25 Solvency. After giving effect to the transactions contemplated by this Agreement, the Real Estate Purchase Agreement, and the ancillary agreements contemplated thereby, Seller (a) will be able to pay its debts as such debts become due, (b) will have capital sufficient to carry out its businesses as presently conducted, and (c) will own assets and properties having a value, both at fair market valuation and at fair saleable value in the ordinary course of business, greater than the amount required to pay their respective Retained Liabilities and other obligations as the same mature and become due. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement the Real Estate Purchase Agreement, and the ancillary agreements contemplated thereby, with the intent to hinder, delay or defraud either present or future creditors of Seller.

3.26 Disclosure. To Seller’s Knowledge, neither any representation or warranty by Seller Parties contained in this Agreement or any Schedule or Exhibit hereto furnished or to be furnished by or on behalf of Seller Parties pursuant to this Agreement, nor any response, statement or information furnished in connection herewith by Seller Parties contains any untrue statement of a material fact or omits a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser makes the following representations and warranties to Seller Parties:

4.1 Due Incorporation. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and is authorized to transact business in the State of Georgia, with all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

4.2 Due Authorization. Purchaser has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors’ rights generally, general equitable principles and the discretion of courts in granting equitable remedies. The execution, delivery and performance by Purchaser of this Agreement and all other instruments, agreements, certificates and documents contemplated hereby (a) do not, and will not, violate or conflict with any provision of the articles of incorporation, bylaws or other governing documents of Purchaser (including any resolution adopted by the board of directors or the shareholders of Purchaser); and (b) do not, and will not, violate or constitute a default under any Law, Permit or any Contract to which Purchaser is a party, or by which it is

bound. No notice to, filing with, authorization of, exemption by or consent of any Person or entity is required in order for Purchaser to consummate the transactions contemplated hereby, except as shall have been obtained on or prior to the Closing Date.

4.3 Brokers. Purchaser has not incurred any Liability for brokerage or finders' fees or agents' commission or other similar payment in connection with the transactions contemplated by this Agreement.

ARTICLE V

OTHER COVENANTS AND AGREEMENTS

5.1 Further Assurances; Post-Closing Cooperation.

(a) All deliveries, payments and other transactions and documents relating to the transactions contemplated herein, shall be interdependent and none shall be effective unless and until all are effective (except to the extent that the party entitled to the benefit thereof has waived in writing satisfaction or performance thereof as a condition precedent to Closing). Each party shall, at the request of any other party (the "Requesting Party") from time to time and at any time, whether on or after the Closing Date, and without further consideration, execute and deliver such deeds, assignments, transfers, assumptions, conveyances, powers of attorney, receipts, acknowledgments, acceptances and assurances as may be reasonably necessary to procure for the party so requesting, and its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any and all of the Acquired Assets or the Business Premises, or for the assumption of the Assumed Liabilities, terminate or release any Encumbrance, or to otherwise satisfy and perform the obligations of the parties hereunder. Without limiting the generality of the foregoing, the parties hereby agree as follows:

(i) Seller Parties shall, upon the request of Purchaser, in a timely manner on and after the Closing Date execute and deliver to Purchaser such other documents, releases, deeds, assignments and other instruments as may be reasonably required to effectuate completely the transfer and assignment to Purchaser of, and to vest fully in Purchaser, Seller's rights to the Acquired Assets and the Business Premises, free and clear of any and all Encumbrances.

(ii) If, in order properly to prepare its Tax Returns, other documents or reports required to be filed with Governmental Authorities or its financial statements or to fulfill its obligations hereunder, it is necessary that a party be furnished with additional information, documents or records relating to the Acquired Assets or the Business not referred to in subparagraph (ii) above, and such information, documents or records are in the possession or control of the other party, such other party shall use its commercially reasonable best efforts to furnish or make available such information, documents or records (or copies thereof) at the recipient's request, cost and expense.

(b) Following the Closing Date, Purchaser may receive and open all mail addressed to Seller Parties that Purchaser reasonably believes relates to the Business, the Acquired Assets, the Business Premises or the Assumed Liabilities, and, to the extent that such mail and the contents thereof relate to the Business, the Acquired Assets, the Business Premises or the Assumed Liabilities, deal with the contents thereof at its reasonable discretion. From and after the Closing Date, Seller Parties shall promptly forward or cause to be forwarded to Purchaser any mail received by Seller Parties that relates to the Business, the Acquired Assets, the Business Premises or the Assumed Liabilities, and Purchaser shall promptly forward or cause to be forwarded to Seller Parties any mail received by Purchaser that relates to the Excluded Assets or the Retained Liabilities or that Purchaser reasonably determines the contents thereof do not relate to the Business.

(c) Following the Closing Date, Seller hereby grants to Purchaser the power, right and authority, coupled with an interest, to receive, endorse, cash, deposit, and otherwise deal with, in the name of Seller, any checks, drafts, documents and instruments constituting payment of any notes or accounts receivable included in the Acquired Assets and that are payable to, payable to the order of, or endorsed in favor of Seller or any agent of Seller. Seller agrees promptly to endorse and pay over or cause to be endorsed and paid over to Purchaser, without deduction or offset, the full amount of any payment received by Seller after the Closing Date in respect of goods sold or services rendered as part of the Business.

(d) Effective on the Closing Date, Seller hereby constitutes and appoints Purchaser the true and lawful attorney of Seller, with full power of substitution, in the name of Seller or Purchaser, but on behalf of and for the benefit of Purchaser: (i) to demand and receive from time to time any and all of the Acquired Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all Legal Proceedings that Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Acquired Assets; (iii) to defend or compromise any or all Legal Proceedings in respect of any of the Acquired Assets; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Purchaser shall deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

5.2 Confidentiality. “Confidential Information” shall mean any and all information concerning the business affairs of Purchaser or either Seller Party related to the Business, and shall include such information as it relates to any Affiliate of Purchaser or either Seller Party. Without limiting the generality of the foregoing, Confidential Information includes information:

- (a) which constitutes proprietary information of Purchaser or Seller;
- (b) which contains financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, business plans, the names and backgrounds of personnel, customer lists and customer information, personnel training and techniques and materials, marketing plans or market expansion proposals and sales techniques and materials of Purchaser or Seller, however documented;
- (c) from which it could be reasonably inferred that would confer a competitive advantage on Purchaser or Seller or Shareholder;
- (d) from which it could be reasonably inferred that disclosure thereof would be detrimental to Purchaser or Seller or Shareholder;
- (e) product specifications, discoveries, improvements, processes, marketing and service methods or techniques, formulae, designs, styles, specifications, data bases, computer programs (whether in source code or object code), know-how, strategies, current and anticipated customer requirements, price lists, market studies, and any other information, however documented, that is a trade secret of Purchaser or Seller under applicable Law; and
- (f) notes, analyses, compilations, studies, summaries, and other material prepared by or for Purchaser or Seller containing or based, in whole or in part, on any information included in the foregoing.

Notwithstanding anything to the contrary above, the term “Confidential Information” does not include information that: (x) is or becomes generally available to the public other than as a result of a

disclosure by the receiving party or its representatives; (y) was within the receiving party's possession prior to its being furnished to the receiving party by or on behalf of the disclosing party pursuant hereto; or (z) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or any of its representatives; *provided, however*, that: (1) with respect to clause (y) above, information concerning the Business shall be deemed "Confidential Information" of Purchaser notwithstanding Seller having possession thereof prior to disclosure thereof by Purchaser; and (2) with respect to clauses (y) and (z) above, the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing party or any other party with respect to such information.

5.3 Acknowledgments and Agreements by Seller Parties. Each Seller Party hereby acknowledges, agrees and covenants that until the date that is five (5) years after the Closing Date, such Person shall (and shall cause its Affiliates to) keep confidential, hold for the sole benefit of Purchaser, and not use except on behalf of Purchaser in connection with the Business, all Confidential Information of Purchaser, which such Person acknowledges is, or shall be, proprietary to Purchaser; *provided, however*, that any such Confidential Information that is also considered a trade secret under applicable Law, shall not be disclosed by such Person as long as such information remains a trade secret and is not generally known or available to the public other than as a result of unauthorized or unlawful disclosure directly or indirectly by such Person. Each Seller Party agrees that upon request it shall forthwith return to Purchaser, or destroy to the satisfaction of Purchaser, all Confidential Information in whatever form such information is in the possession of such Person or under such Person's control. Notwithstanding the foregoing, the obligations of confidentiality, nondisclosure and non-use with respect to Confidential Information required by this Section 5.3 shall not apply to any Confidential Information required to be disclosed in a judicial or administrative proceeding or is otherwise required to be disclosed by Law, in any such case only after giving Purchaser as much advance notice of the possibility of such disclosure as is reasonably practical so that Purchaser may attempt to stop such disclosure or obtain a protective order concerning such disclosure (in which case each Seller Party shall cooperate with Purchaser at Purchaser's expense in such attempts).

5.4 Limited Activities. It is essential for the proper protection of Purchaser and the Business that Seller Parties be restrained from competing against Purchaser and the Business for a reasonable period of time following the transactions contemplated under this Agreement. Therefore, as a material inducement to Purchaser to enter into this Agreement, until the date that is five (5) years after the Closing Date (the "Restricted Period"), each Seller Party and each of its Affiliates will not, directly or indirectly, for any reason, for its own benefit, or for the benefit of or together with any other Person, directly or indirectly:

(a) solicit, recruit, hire, engage or conspire with, or attempt to solicit recruit, hire, engage or conspire with, any Person who was an employee, manager, director, independent contractor or advisor of Purchaser or its Affiliates, Seller, or the Business, to terminate that Person's engagement or relationship with Purchaser or its Affiliates, Seller or the Business at any time within the twelve (12)-month period immediately preceding the Closing Date;

(b) other than on the behalf of Purchaser, (i) solicit or attempt to solicit, any of the Customers or Suppliers of Purchaser or its Affiliates (as defined below) during the two years prior to the date hereof for purposes of marketing, selling or providing products and services to such Customers or Suppliers, or (ii) divert or take away, or attempt to divert or take away, the business or relationship of Purchaser, Seller or the Business with any Customers or Suppliers (as used herein, "Customers" and "Suppliers" shall be defined as any actual or prospective customers, suppliers, licensees, agents, consultants, independent contractors or any other business partners or Affiliates of Seller, Purchaser or the Business who has been such at any time within the two (2)-year period immediately preceding the Closing Date);

(c) divert or attempt to divert any or all of such Customers' or Suppliers' business from Purchaser or its Affiliates in violation of any unfair competition Laws or other applicable Laws; or

(d) be engaged, or assist (whether financially or otherwise) any Person including any Affiliate or family member to be engaged, as an executive officer, limited liability entity manager or director or in any other managerial or sales capacity or as an owner, co-owner, or other investor of or in, whether as an employee, independent contractor, consultant or advisor, or sales representative or distributor of any kind, in any business competitive with or substitutable for the Business (the "Restricted Business") anywhere in the Prohibited Territory, with the parties acknowledging that Purchaser and its Affiliates are actively engaged in such business throughout and beyond all parts of the Prohibited Territory; *provided, however,* the foregoing prohibition on ownership shall not apply to ownership of less than one percent (1%) of the outstanding capital stock of any entity operating a Restricted Business that is publicly traded; or

(e) make, or cause or assist any other person to make, any statement or other communication to any third party which disparages, impugns or attacks, or is otherwise critical of, the reputation, business or character of the Purchaser or its Affiliates.

5.5 Severability; Reformation. The covenants in Section 5.3 and Section 5.4 are severable and separate, and the unenforceability of any specific covenant in Section 5.3 and Section 5.4 is not intended by either party to, and shall not, affect the provisions of any other covenant in Section 5.3 and Section 5.4. If any court of competent jurisdiction shall determine that the scope, time, or territorial restrictions set forth in Section 5.4 are unreasonable as applied to each Seller Party, the parties acknowledge their mutual intention and agreement that those restrictions be enforced to the fullest extent the court deems reasonable, and thereby shall be reformed to that extent.

5.6 Independent Covenant. All of the covenants in Section 5.3 and Section 5.4 are intended by each party hereto to be, and shall be construed as, an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of either Seller Party against Purchaser or its Affiliates, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Purchaser or its Affiliate of any covenant in Section 5.3 and Section 5.4. It is specifically agreed that the period specified in Section 5.4 shall be computed by excluding from that computation any time during which Seller is in violation of any provision of Section 5.4.

5.7 Materiality. Purchaser and Seller Parties hereby agree that each of Section 5.3 and Section 5.4 is a material and substantial part of this Agreement, and absent Seller Parties entering this the restrictions of Section 5.3 and Section 5.4, Purchaser would not have entered into this Agreement and consummated the transactions contemplated hereby.

5.8 Employee Matters.

(a) As of the Closing, Purchaser shall be free to hire such persons, including, but not limited to, any Business Employee, on such terms and conditions of employment as Purchaser shall determine in the exercise of its sole discretion. Any claim, including any claim for benefits, asserted by or on behalf of any Person with respect to such Person's employment by Purchaser shall be governed solely by applicable employment policies and employee benefit plans, if any, which Purchaser may provide after the Closing, as construed in accordance with applicable Federal and state Law. Each such Business Employee who accepts Purchaser's offer of employment is individually referred to as a "Hired Employee" and, collectively, as "Hired Employees." For clarity, the parties acknowledge and agree that (i) Purchaser has no obligation to hire any Person including any Business Employee, (ii) Purchaser's expressed intention to extend offers of employment shall not constitute any obligation on the part of Purchaser to a post-Closing employment relationship of any fixed term or duration or upon any terms or conditions other than those

that Purchaser may establish pursuant to individual offers of employment, (iii) employment offered by Purchaser is “at will” and may be terminated by Purchaser or by a Hired Employee at any time for any reason (subject to any written commitments to the contrary made by Purchaser or an employee and Applicable Law), and (iv) nothing in this Section 5.8 shall restrict Purchaser or its Affiliates from terminating, reassigning, promoting or demoting any of the Hired Employees after the Closing or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, salaries, other compensation or terms or conditions of employment of such employees. The Seller shall bear any and all obligations and liability under the WARN Act resulting from employment losses pursuant to this Section 5.8(a).

(b) Notwithstanding any provision of this Agreement to the contrary, Seller shall be responsible for all claims for workers compensation benefits for claims that are incurred prior to the Closing Date, by Business Employees or other of Seller’s employees that are payable under the terms and conditions of Seller’s or its Affiliates’ workers compensation programs and self-insurance programs.

(c) On the Closing Date, or as soon as possible thereafter, but in any event no later than the earlier of the date required by applicable Law or by the Employee Benefit Plans, the Seller shall pay its employees all accrued but unpaid compensation payments and shall cause all benefits to be timely and properly paid under all Employee Benefit Plans for all periods through the Closing Date, in accordance with the governing plan documents and Applicable Laws. Set forth on Schedule 5.8(c) is a list of any and all bonuses, gifts, gratuities or other similar payments to be paid to any Business Employee either at Closing or before the end of the year of Closing, including the name of the recipient and the amount of such bonus, gift or gratuity or other similar payment.

(d) No Business Employee, Hired Employee or any beneficiary or dependent thereof is an intended third party beneficiary of this contract and nothing in this Agreement shall establish any enforceable rights, legal or equitable, in any Person other than the parties hereto.

5.9 Construction Defects. Notwithstanding any other provision in this Agreement to the contrary, following the Closing, Seller Parties shall have a continuing responsibility to remedy any Construction Defects which may exist or arise with respect to any work conducted by the Business prior to the Closing Date. Following written notification from Purchaser to Seller of the existence of any Construction Defects, together with a reasonably detailed description thereof, Seller shall cause to be remedied such Construction Defects, including by enforcing any warranties or guaranties related to the construction of the defective work, or by seeking proceeds under any insurance policies related to the construction of the work and using such proceeds to remedy the Construction Defects. In the event that the foregoing actions do not result in the full remedy of such Construction Defects (in Purchaser’s sole discretion), then Seller shall remain responsible for remedying such Construction Defects. In the event that Seller Parties fail to commence to remedy any such Construction Defects as set forth above within thirty (30) days following notice from Purchaser of such a Construction Defect (which shall include attempting to enforce any guaranty or warranty) and to continue to remedy such Construction Defect diligently until completion, Purchaser shall have the right to take all reasonable measures to remedy such Construction Defect, whereupon Seller Parties shall have the obligation to reimburse Purchaser for all of its out-of-pocket costs in connection with Purchaser’s implementation of such remedy (such costs, the “Purchaser Paid Construction Defects”) less: the excess of (a) any profits actually received by Purchaser on the project for which such work has been conducted, as determined by Purchaser’s job cost schedule to which Seller shall be provided access after the Closing upon reasonable request therefor, over (b) any profits budgeted by Seller on such project as determined by Seller’s job cost schedule provided to Purchaser at least three (3) Business Days prior to Closing. The obligations of Seller Parties pursuant to this Section 5.9 shall be in addition to any other obligations of Seller pursuant to this Agreement.

5.10 Tax Matters. Seller shall be solely responsible for the payment of all Taxes relating to the Business and the Acquired Assets for all Pre-Closing Tax Periods. For purposes of determining allocations of Taxes to Pre-Closing Tax Periods pursuant to this Agreement, including the purpose of determining Retained Liabilities, Taxes imposed on a transactional basis shall be attributed to the Pre-Closing Tax Periods (or portion thereof) during which the transaction giving rise to such Taxes occurred (using a “closing of the books” approach), and Taxes imposed on a periodic basis with respect to a Straddle Period shall be attributed to the portion of such Straddle Period ending on or prior to the Closing Date based on the relative number of days in the portion of such taxable period ending on the Closing Date, on the one hand, and the number of days in the portion of such taxable period after the Closing Date, on the other hand. Purchaser and Seller will cooperate fully, as and to the extent reasonably requested by the other Party, in connection with any Tax matters relating to the Acquired Assets and the Business (including by the provision of reasonably relevant records or information). The Party requesting such cooperation will pay the reasonable out-of-pocket expenses of the other Party.

5.11 Other Post-Closing Expenses. Seller is responsible for all expenses (other than Assumed Liabilities) related to the Business incurred prior to and on the Closing Date, and Purchaser will forward to Seller invoices for expenses relating solely to the period on and before the Closing Date (other than the Assumed Liabilities) and Seller shall (and Shareholder shall cause Seller to) pay such invoices directly to the payee. In order to assure Purchaser of no disruption in services, Purchaser may (but is not obligated to) pay any invoices which reflect expenses relating to both the period before and after the Closing Date upon providing ten (10) days advance notice to Seller (or in the event of an earlier disruption of service, such advance notice as possible); provided, however, that Seller shall remain obligated for its portion of such expenses in accordance with the terms of this Agreement. On or before the day which is sixty (60) days after the Closing Date, Purchaser and Seller will provide each other with a list of all such pro-rated, pre-Closing Date-paid, Closing Date-paid and post-Closing Date-paid expenses that are not otherwise addressed by this Agreement as Assumed Liabilities. Purchaser and Seller shall reimburse each other promptly for any amounts due each other at that time and thereafter within ten (10) days after receipt of proof of payment of any such expenses.

5.12 Payment of Retained Liabilities. In accordance with Section 1.4(b), Seller shall (and Shareholder shall cause Seller to) pay, or make adequate provision for the payment, in full all of the Retained Liabilities and other Liabilities of Seller under this Agreement. If any such Liabilities are not so paid or provided for, or if Purchaser reasonably determines that failure to make any payments will impair Purchaser’s use or enjoyment of the Acquired Assets or conduct of the Business, Purchaser may, at any time after the Closing Date upon providing ten (10) days advance notice to Seller (or in the event of a payment due earlier, such advance notice as possible), elect to make all such payments directly (but shall have no obligation to do so) and the full amount of all such payments made by Purchaser shall be promptly reimbursed by Seller or Shareholder following Purchaser’s written notice to Seller or Shareholder thereof.

5.13 Name Change. Seller shall (and Shareholder shall cause Seller to), simultaneously with the Closing, cease to use in any manner whatsoever the trade names and trademarks included among the Acquired Assets, except in connection with Tax Returns, filings with other regulatory authorities, or similar purposes. Within thirty (30) days following the Closing (or such earlier date indicated by Purchaser not earlier than 10 Business Days following the Closing), Seller shall (and Shareholder shall cause Seller to) change its company name to remove any references to the name “Baker Constructors” or any other name used in the Business or any name derived from or confusingly similar to any such name, shall file any necessary documents to reflect the name change with the Florida Secretary of State and the appropriate authorities in the other states in which it is qualified to do business, and shall deliver evidence of such name change and terminations to Purchaser. Purchaser is hereby authorized to file such documents to effect the foregoing, if not previously filed.

5.14 Vehicle Registrations. Promptly following Closing, and in no event later than five (5) Business Days thereafter, Seller Parties shall cause all vehicle titles included in the Acquired Assets to be transferred to Purchaser on the records of the applicable tax collector's office.

5.15 Diligence Materials. Within thirty (30) days following the Closing Date, Seller shall deliver, or cause to be delivered, to Purchaser a USB flash drive containing a copy of all documents contained on the final, updated data room located on ShareVault and run by Heritage Capital Group, Inc., on behalf of Seller.

5.16 Public Announcements. Unless otherwise required by applicable Law, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. However, the parties will not disclose any of the terms of the transaction without the prior written consent of the other party.

5.17 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Acquired Assets to Purchaser. Any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer, or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Retained Liabilities.

5.18 Misdirected Payments. If any payments or proceeds are received by the Seller after the Closing Date, the right to which payments or proceeds are included in the Acquired Assets, such payments or other proceeds shall be for the account of Purchaser. If any payments or other proceeds are received by Purchaser after the Closing Date, the right to which payments or proceeds are Excluded Assets, such payments or other proceeds shall be for the account of the Seller. If any liabilities or obligations are paid by the Seller after the Closing Date, which liabilities or obligations are Assumed Liabilities, such payments shall be for the account of Purchaser. If any liabilities or obligations are paid by Purchaser after the Closing Date, which liabilities or obligations are Retained Liabilities, such payments shall be for the account of the Seller. Within ninety (90) days of the Closing Date, Purchaser and the Seller shall cooperate in good faith to prepare a schedule setting forth, in commercially reasonable detail, a reconciliation of all payments received by, or made by, Purchaser or the Seller, as applicable, which are subject to this Section 5.19, and within ten (10) Business Days following Seller and Purchaser's finalization of such reconciliation, the parties shall settle such reconciled amounts between themselves in cash, by means of wire transfer of immediately available funds.

5.19 Transfer Taxes. All Transfer Taxes incurred in connection with this Agreement and the other ancillary agreements related hereto, if any, shall be borne and paid by Buyer when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Transfer Taxes or fees.

5.20 Restrictions on Seller's Dissolution. The existence of Seller shall be maintained until the date that is at least twenty-four (24) months following the Closing Date.

5.21 Release. Effective as of the Closing, each Seller Party releases and discharges Seller's past, present and/or future Affiliates, directors, managers, officers, employees, agents, attorneys, equityholders, members, insurers, successors and/or assigns (collectively "Released Parties"), from any and all claims, demands and causes of action, whether known or unknown, liquidated or contingent, relating to, arising out of or in any way connected with the dealings of the Acquired Assets and any Released Party from the

beginning of time through the Closing Date, it being understood, however, that such release shall not operate to release such Released Party from any indemnity obligations under Article VII. Each Seller Party acknowledges that the Laws of many states provide substantially the following: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." Each Seller Party acknowledges that such provisions are designed to protect a party from waiving claims which it does not know exist or may exist. Nonetheless, each Seller Party agrees that, effective as of the Closing Date, each Seller Party shall waive any such provision. Each Seller Party further agrees that none of Seller, Shareholder or any of their respective Affiliates, shall: (a) institute a Legal Proceeding based upon, arising out of, or relating to any of the released claims; (b) participate, assist or cooperate in any such Legal Proceeding; or (c) encourage, assist and/or solicit any other Person to institute any such Legal Proceeding.

5.22 Performance and Completion Bonds. Effective as of the Closing Date, if Purchaser is required or chooses to provide any replacement bonds on any of the Assumed Contracts, Seller will cancel such outstanding performance and completion bonds with respect to such contract within five (5) Business Days of delivery of notice by Purchaser thereof, and Purchaser shall provide replacement bonds. Purchaser shall be entitled to any refunds associated with the cancellation of such bonds by Seller, and Seller shall remit such refund to Purchaser within five (5) Business Days of receipt of such refunds by Seller.

ARTICLE VI

CLOSING DELIVERABLES

6.1 Seller Parties' Closing Deliverables: To effect the sale and other transactions contemplated hereunder, Seller Parties will execute, as applicable, and deliver the following documents to Purchaser or its designee at Closing:

(a) Secretary's Certificate. Seller shall deliver to Purchaser an executed certificate of the secretary of Seller as to: (i) the approval of the execution and delivery of this Agreement and the other documents contemplated hereby and the consummation of the transactions contemplated thereby; (ii) the incumbency and true signatures of the authorized individuals of Seller who executed this Agreement or will execute any other document contemplated hereby on behalf of Seller and (iii) a certificate of existence of Seller certified by the Secretary of State of the State of Florida issued not more than ten (10) Business Days prior to the Closing Date.

(b) Requisite Consents. Seller Parties shall deliver to Purchaser evidence, acceptable to Purchaser in its reasonable discretion, that all necessary third party consents and releases listed on Schedule 6.1 (b) have been obtained.

(c) Payoff Letters. Seller Parties shall deliver to Purchaser executed payoff letters, satisfactory to Purchaser and its counsel, reflecting the amount required to fully pay and satisfy the Seller Transaction Expenses and the Closing Date Debt, and any other Debt on the Acquired Assets, in each case, to be paid at Closing pursuant to Section 2.3, which payoff letters shall confirm that all Liens held by the lenders under the Closing Date Debt or the recipients of Seller Transaction Expenses any other Encumbrance on the Acquired Assets shall be released, discharged and terminated in full upon payment of the amount set forth therein, together with evidence of arrangements to deliver UCC-3 termination statements or similar documents evidencing the termination of such Liens (the "Payoff Letters").

(d) Certificates of Title. Seller shall deliver to Purchaser certificates of title for all Vehicles and all other Acquired Assets covered by a certificate of title, duly endorsed by Seller and any lender previously possessing a Lien thereon for transfer to Purchaser free and clear of all Liens for each item of titled equipment which constitutes an Acquired Asset.

(e) Bill of Sale. Seller shall deliver to Purchaser a bill of sale in form and substance satisfactory to Purchaser (the "Bill of Sale") duly executed by Seller, transferring the tangible personal property included in the Acquired Assets to Purchaser.

(f) Assignment and Assumption Agreement. Seller shall deliver to Purchaser an assignment and assumption agreement in form and substance satisfactory to Purchaser (the "Assignment and Assumption Agreement") duly executed by Seller, effecting the assignment to and assumption by Purchaser of the Acquired Assets and the Assumed Liabilities.

(g) W-9. Each Seller Party shall deliver to Purchaser a properly completed IRS Form W-9, duly executed by each Seller Party.

(h) Punch List. At least ten (10) Business Days prior to Closing, Seller shall deliver to Purchaser a comprehensive list of items to be completed or corrected on completed projects prior to final payment ("Punch List") under any Assumed Contract.

(i) Pit Agreements. Seller shall transfer all Pit Agreements to Purchaser and obtain any necessary consents by the third parties thereto to such transfer.

(j) Baker Employment Agreement. Seller shall deliver to Purchaser an employment agreement in form and substance satisfactory to Purchaser (the "Baker Employment Agreement"), duly executed by Robert Baker.

(k) Marlow Employment Agreement. Seller shall deliver to Purchaser an employment agreement in form and substance satisfactory to Purchaser (the "Marlow Employment Agreement"), duly executed by Stoy Marlow.

(l) Real Estate Purchase Agreement. Seller shall deliver to Purchaser the Real Estate Purchase Agreement, duly executed by the Real Estate Seller.

(m) Real Estate Lease Amendment. Seller shall deliver to Purchaser an assignment and amendment to the lease agreement for the Owned Business Premises as approved by Purchaser and duly executed by the Real Estate Seller (the "Real Estate Lease Amendment").

(n) Employee Benefits. Purchaser shall have received (i) evidence, satisfactory to Purchaser, that all of Seller's Employee Benefit Plans, employment agreements, or similar Contracts, to which Seller is a party or otherwise has any Liability, have been terminated without Liability to Purchaser or its Affiliates and (ii) evidence reasonably acceptable to Purchaser of payment by Seller to all employees of Seller of all accrued or unused paid time off, vacation and similar allowances relating to periods before and including the Closing Date.

(o) Delivery of Acquired Assets. Seller shall have delivered possession of the Acquired Assets to Purchaser, free and clear of all Encumbrances.

(p) Holdback Escrow Agreement. Seller shall deliver to Purchaser the Holdback Escrow Agreement, duly executed by Seller.

(q) Other Agreements. Seller shall deliver to Purchaser all other bills of sale, deeds, transfers, assignments, acts, things and assurances as may be required or appropriate in the reasonable opinion of the attorneys for Purchaser for more perfectly and absolutely assigning, transferring, conveying, assuring to and vesting in Purchaser good and marketable title to the Acquired Assets.

6.2 Purchaser Closing Deliverables. To effect the sale and other transactions contemplated hereunder, Purchaser shall deliver the Purchase Price to Seller and execute, as applicable, and deliver the following documents to Seller at the Closing:

(a) Secretary's Certificate. Purchaser shall deliver to Seller an executed certificate of the secretary of Purchaser as to: (i) the approval of the execution and delivery of this Agreement and the other documents contemplated hereby and the consummation of the transactions contemplated thereby; (ii) the incumbency and true signatures of the authorized individuals of Purchaser who executed this Agreement or will execute any other document contemplated hereby on behalf of Purchaser.

(b) Bill of Sale and Assignment. Purchaser shall deliver to Seller an executed copy of the Bill of Sale.

(c) Assignment and Assumption Agreement. Purchaser shall deliver to Seller an executed copy of the Assignment and Assumption Agreement.

(d) Employment Agreements. Purchaser shall deliver to Seller the Baker Employment Agreement and the Marlow Employment Agreement, duly executed by Purchaser.

(e) Real Estate Purchase Agreement. Purchaser shall deliver to Seller the Real Estate Purchase Agreement, duly executed by the Real Estate Purchaser.

(f) Real Estate Lease Amendment. Purchaser shall deliver to Seller the Real Estate Lease Amendment, duly executed by Purchaser.

(g) Holdback Escrow Agreement. Purchaser shall deliver to Purchaser the Holdback Escrow Agreement, duly executed by the Escrow Agent and Purchaser.

(h) Other Agreements. Purchaser shall deliver to Seller all other documents, acts, things and assurances as may be required or appropriate in the reasonable opinion of the attorneys for Seller to consummate the transactions contemplated hereby.

ARTICLE VII

SURVIVAL AND INDEMNIFICATION

7.1 Survival.

(a) Except as set forth in Section 7.1(b), all representations and warranties of each party contained herein and all claims of either party in respect of any breach of any representation or warranty contained in this Agreement and all claims for indemnification under this Agreement shall survive the Closing and shall expire on the first (1st) anniversary of the Closing Date.

(b) Notwithstanding Section 7.1(a) above: (i) all representations and warranties made by Seller in Sections 3.1 (Due Incorporation), 3.2 (Due Authorization), 3.3 (Title to Acquired Assets), 3.5 (Taxes), 3.11 (Environmental) 3.1.2 (Compliance with Laws), 3.1.5 (Owned and Leased Business Premises),

3.19 (Government Contracts), 3.20 (Government Contract Disputes, Claims and Litigation; Sanctions), 3.21 (Brokers) and 3.25 (Solvency) (collectively, the "Fundamental Representations") shall survive the Closing until the 30th day following the applicable statute of limitations for a claim based on breach thereof (after giving effect to any extension or tolling thereof; and (ii) claims based upon fraud or intentional misconduct shall survive indefinitely.

(c) All covenants or obligations which by their terms are to be performed after the Closing shall survive the Closing and not expire unless otherwise provided in this Agreement.

(d) No investigation heretofore or hereafter made by or on behalf of Purchaser shall limit or affect the representations, warranties or covenants of Seller, each of which shall survive any such investigation. No investigation heretofore or hereafter made by or on behalf of Seller shall limit or affect the representations, warranties or covenants of Purchaser, each of which shall survive any such investigation.

(e) Anything herein to the contrary notwithstanding, the survival period in respect of any claim shall be extended automatically to include any time period necessary to resolve a claim for indemnification which was made prior to the expiration of the applicable survival period but not resolved prior to its expiration (whether or not such claim has been filed with the applicable Governmental Authority at the expiration of the specified period of survival). Liability for any such item shall continue until such claim shall have been finally settled, decided or adjudicated.

7.2 Indemnification by Seller. Seller Parties, jointly and severally, agree to indemnify and defend Purchaser and its Affiliates (the "Purchaser Indemnified Parties") against, and agree to hold it and them harmless from, and reimburse, any Losses incurred or suffered by a Purchaser Indemnified Party relating to or arising out of or in connection with directly or indirectly any of the following:

(a) any breach of or inaccuracy in any representation or warranty made by either Seller Party pursuant to this Agreement or any other agreement, certificate, document, writing or instrument delivered by either Seller Party pursuant to this Agreement;

(b) any breach of or failure by either Seller Party to perform any covenant or obligation of either Seller Party set forth in this Agreement;

(c) any Excluded Assets or Retained Liabilities;

(d) any past, present or future claim by, on behalf of or with respect to, and any obligation or Liability or loss relating to, current or former employees of Seller arising from or related to their employment with Seller, including termination of their employment with Seller, any claim for unfair labor practices or any obligation with respect to any Employee Benefit Plan;

(e) any Taxes of Seller or Shareholder;

(f) any Construction Defects existing prior to the Closing Date;

(g) any brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding made, or alleged to have been made, by any Person with either Seller Party (or any Person acting on its behalf) in connection with the Asset Acquisition;

(h) any violation of the bulk sales or transfers Law of any State of the United States;

(i) any Liability or obligation arising out of the ownership or operation of the Acquired Assets prior to the Closing Date, including any warranty claims and any Liability arising out of violations of any Environmental Law;

(j) the I-95 SMC Project; and

(k) all proceedings, orders, assessments, fees and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or oppose the imposition thereof, or in enforcing the indemnification provided hereunder.

Notwithstanding the foregoing or anything else in this Agreement to the contrary, neither Seller Party shall have liability for any indemnification claims asserted under Section 7.2(a) until the total Losses with respect to such indemnification claims exceed an amount (the “Seller Basket”) equal to the sum of Four Hundred Thousand Dollars (\$400,000) and then for the amount of all Losses, including the Seller Basket. In no event shall the aggregate liability of either Seller Party with respect to indemnification claims under Section 7.2(a) exceed Four Million Dollars (\$4,000,000.00). Notwithstanding the foregoing or anything else in this Agreement to the contrary, the limitations set forth in this Section 7.2 shall not apply to any Losses arising out of or in connection with or resulting from (i) any breach of any of the Fundamental Representations or (ii) any fraud, intentional misrepresentation or intentional misconduct on the part of either Seller Party. Notwithstanding the foregoing or anything else in this Agreement to the contrary, for purposes of determining the existence of any Loss or the amount of any Losses related to a breach of a representation or warranty, the parties hereto shall disregard any “material,” “Material Adverse Effect” or similar qualifiers set forth therein.

7.3 Indemnification by Purchaser. Purchaser agrees to indemnify and defend the Seller Parties (the “Seller Indemnified Parties”) against, and agrees to hold it and them harmless from, any Losses incurred or suffered by any of Seller Indemnified Parties relating to or arising out of any of the following:

(a) any breach of or any inaccuracy in any representation or warranty made by Purchaser pursuant to this Agreement or any certificate delivered pursuant to this Agreement;

(b) any breach of or failure by Purchaser to perform any covenant or obligation of Purchaser set out in this Agreement;

(c) the Assumed Liabilities;

(d) any brokerage or finder’s fees or commissions or similar payments based upon any agreement or understanding made, or alleged to have been made, by any Person with Purchaser (or any Person acting on Purchaser’s behalf) in connection with the Asset Acquisition;

(e) any Liability or obligation arising out of the ownership or operation of the Acquired Assets or the conduct of the Business after the Closing Date; and

(f) all proceedings, orders, assessments, fees and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or oppose the imposition thereof, or in enforcing the indemnification.

Notwithstanding the foregoing or anything else in this Agreement to the contrary, Purchaser shall have no liability for any indemnification claims asserted under Section 7.3(a) until the total Losses with respect to such indemnification claims exceed an amount (the “Purchaser Basket”) equal to the sum of Four Hundred Thousand Dollars (\$400,000) and then for the amount of all Losses, including the Purchaser Basket. In no

event shall the aggregate liability of Purchaser with respect to indemnification claims under Section 7.3(a) exceed Four Million Dollars (\$4,000,000.00).

7.4 Indemnification Claims. Any claim or demand for indemnification under this Article VII (each a "Claim") shall be asserted and resolved as follows:

(a) In the event that any party has a Claim (the "Indemnified Party") against any other party (the "Indemnifying Party") that does not involve a Claim being asserted against or sought to be collected by a third party, the Indemnified Party shall give the Indemnifying Party written notice setting forth in reasonable specificity the nature of such claim and an estimate of damages in respect of such claim to the extent knowable (a "Claim Notice") of any matter that such Indemnified Party has determined has given rise to a right of indemnification hereunder, but the failure to provide such notice will not prejudice the Indemnified Party's right to indemnification, except to the extent that the Indemnifying Party's rights are materially prejudiced thereby. For Claims for indemnification under this Article VII other than those relating to Third Party Claims (as defined below), the Indemnifying Party shall have fifteen (15) Business Days after its receipt of the Claim Notice to respond to the claim(s) described therein. Such response shall set forth, in reasonable detail, the Indemnifying Party's objection(s) to the Claim(s) and its bases for such objection(s). If the Indemnifying Party fails to provide such a response with such time period, the Indemnifying Party will be deemed to have conceded the claim(s) set forth in the Claim Notice. If the Indemnifying Party provides its response within such time period, the Indemnified Party and the Indemnifying Party shall negotiate the resolution of the Claim(s) for a period of not less than twenty (20) Business Days after such response is provided. If the Indemnifying Party and the Indemnified Party are unable to resolve any such claim(s) within such time period, the Indemnified Party shall be entitled to pursue any legal remedies available to the Indemnified Party against the Indemnifying Party with respect solely to the unresolved Claim(s), subject to the provisions of this Article VII. The Indemnifying Party shall pay any amounts determined to be owed to the Indemnified Party in accordance with this Article VII in cash as soon as reasonably practicable after any such determination.

(b) In the event that any Claim for which the Indemnifying Party would be liable to an Indemnified Party hereunder is asserted against an Indemnified Party by a third party (a "Third Party Claim"), the Indemnified Party shall deliver a Claim Notice to the Indemnifying Party promptly after such Indemnified Party has actual knowledge of the assertion of such Third Party Claim, but the failure to provide such notice will not prejudice the Indemnified Party's right to indemnification, except to the extent that the Indemnifying Party's rights are materially prejudiced thereby. The Indemnifying Party shall have thirty (30) days from the date of delivery of the Claim Notice to notify the Indemnified Party whether the Indemnifying Party disputes liability to the Indemnified Party hereunder with respect to the Third Party Claim, and, if so, the basis for such a dispute. In the event that the Indemnifying Party timely notifies the Indemnified Party that the Indemnifying Party does not dispute the Indemnifying Party's obligation to indemnify with respect to the Third Party Claim, the Indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice that is reasonably acceptable to the Indemnified Party and to defend against, negotiate, settle or otherwise deal with any claim which relates to any Losses indemnified against hereunder; provided, that such Third Party Claim shall not be compromised or settled without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, further, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of such Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable written opinion of counsel to the Indemnified Party, a conflict or proposed conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Indemnifying Party shall not have the right to assume or control the defense of any Third Party Claim if (A) such Claim involves potential criminal liability, significant clients, customers or vendors of the Indemnified Party or regulatory matters, (B) the Indemnified

Party reasonably determines that it would be inappropriate for a single counsel to represent all parties under applicable standards of legal ethics, (C) such Claim seeks an injunction or other equitable relief against the Indemnified Party or if adversely determined against the Indemnified Party would establish a precedent that materially impairs the Indemnified Party or its business or (D) the Indemnified Party reasonably determines that the Indemnifying Party does not have sufficient resources to satisfy its indemnification obligations or the amount of the Third Party Claim if successful would be likely to exceed the Indemnifying Party's liability under this Agreement. If the Indemnifying Party does not elect (or is not entitled to elect) to assume or control the defense of a Third Party Claim, the Indemnified Party may defend against, negotiate, settle or otherwise deal with such Third Party Claim at the Indemnifying Party's sole cost and expense in accordance with this Article VII; provided, that such Third Party Claim shall not be compromised or settled without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. The Parties hereto agree to cooperate with each other in connection with the defense, negotiation or settlement of any such claims.

7.5 Certain Limitations. The indemnification provided for in Section 7.2 and Section 7.3 shall be subject to the following limitations:

(a) Except for claims arising out of fraud, intentional misrepresentation or a breach of a Fundamental Representation, Payments by an Indemnifying Party pursuant to Section 7.2 or Section 7.3 in respect of any Losses shall be limited to the amount of any Liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment actually received by the Indemnified Party in respect of any such claim (less reasonable costs and expenses incurred in recovering such insurance or indemnity proceeds and any increased premiums related thereto).

(b) Except for claims arising out of fraud, intentional misrepresentation or a breach of a Fundamental Representation, in no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive damages (other than indemnification for amounts paid or payable to third parties in respect of any third party claim for which indemnification hereunder is otherwise required).

7.6 Holdback Escrow Agreement; Release of Holdbacks.

(a) Indemnification Holdback. The Indemnification Holdback Amount shall be held and administered by the Escrow Agent pursuant to the terms and provisions of the Holdback Escrow Agreement as a fund for the payment of any amounts owed to Purchaser for any Losses sustained by the Purchaser with respect to this Agreement; provided, however, Purchaser may recover directly against the Seller Parties on a joint and several basis. Within ten (10) Business Days after the date that is twelve (12) months from the Closing Date (such date, the "Indemnification Holdback Release Date"), Seller and Purchaser shall issue joint instructions to the Escrow Agent to cause the Escrow Agent to pay to the Seller an amount equal to the difference between the Indemnification Holdback Amount and the sum of (i) the aggregate amount owed to Purchaser pursuant to this Article 7 as a result of Losses incurred by the Purchaser Indemnified Parties, (ii) the aggregate amount of any unresolved Punch List items that Purchaser elected or was required to fix after the Closing Date which arose from work performed by Seller prior to Closing (Purchaser shall complete any Punch List items at its cost plus ten percent (10%)), and (iii) the Purchaser Paid Construction Defects, subject to any credit to which Seller may be entitled pursuant to Section 5.9, in accordance with the terms and provisions of the Holdback Escrow Agreement.

(b) Loss Reserve Holdback Amount. The Loss Reserve Holdback Amount shall be held and administered by the Escrow Agent pursuant to the terms and provisions of the Holdback Escrow Agreement as security for any Losses sustained by the Purchaser with respect to the I-95 SMC Project; provided, however, Purchaser may recover directly against the Seller Parties on a joint and several basis. Within thirty (30) days after the completion of the I-95 SMC Project (such date, the "Loss Reserve

Holdback Release Date”), Seller and Purchaser shall issue joint instructions to the Escrow Agent to cause the Escrow Agent to pay to Seller an amount equal to the difference between the Loss Reserve Holdback Amount and the sum of the aggregate amount incurred by, or owed to, Purchaser as a result of Losses incurred by the Purchaser on the I-95 SMC Project, in accordance with the terms and provisions of the Holdback Escrow Agreement.

(c) Escrow Distributions. Any time there has been a Loss under this Agreement, Purchaser and Seller shall within five (5) Business Days of the determination of such Loss, issue Joint Written Instructions (as that term is defined in the Escrow Agreement) to the Escrow Agent authorizing the release of funds in the amount of such Loss.

ARTICLE VIII

CERTAIN DEFINITIONS

8.1 Certain Defined Terms. As used in this Agreement, the following terms have the meanings assigned to them below in this Section 8.1:

“Acquired Assets” shall have the meaning set forth in Section 1.1.

“Affiliates” of any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with such Person.

“Agreement” shall have the meaning set forth in the preamble.

“Annual Financial Statements” shall have the meaning set forth in Section 3.4(a).

“Asset Acquisition” shall have the meaning set forth in the preamble.

“Assignment and Assumption Agreement” has the meaning set forth in Section 6.1(f).

“Assumed Liabilities” shall have the meaning set forth in Section 1.3.

“Baker Employment Agreement” has the meaning set forth in Section 6.1(j).

“Bill of Sale” has the meaning set forth in Section 6.1(e).

“Business” shall have the meaning set forth in the preamble.

“Business Day” shall mean any day other than: (a) a Saturday or Sunday; or (b) any day banks in the State of Georgia are authorized or required by Law to be closed.

“Business Premises” shall have the meaning set forth in the Recitals.

“Claim” has the meaning set forth in Section 7.4.

“Claim Notice” has the meaning set forth in Section 7.4(a).

“Closing” shall have the meaning set forth in Section 2.1.

“Closing Date” shall have the meaning set forth in Section 2.1.

“Closing Date Debt” means all Debt of Seller outstanding as of the Closing Date, other than the Retained Liabilities.

“Closing Date Over Billings” shall have the meaning set forth in Section 2.6(a).

“Closing Date Over Billings Payment” shall have the meaning set forth in Section 2.3.

“Closing Date Under Billings” shall have the meaning set forth in Section 2.6(a).

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Construction Defect” shall mean any work that is not free from material defects, except for those inherent in the quality of the work that any applicable Plans and Specifications or any applicable construction contract require or permit, and that the work will conform substantially to the requirements of the applicable Plans and Specifications and the applicable construction contracts.

“Contract” shall mean any agreement, understanding, contract, lease, lease option, commitment, sales order, purchase order, license, equipment lease, mortgage, note, bond or other agreement relating to the Business including any agreements for the purchase of goods, agreements with suppliers, security agreements, joint venture, partnership or similar agreements, advertising agreements, franchise agreements and broker or distributorship agreements, in all cases, whether written or oral.

“Debt” means any indebtedness of a Person, in respect of borrowed money or evidenced by bonds, notes, debentures, revolving credit facilities or other similar instruments or letters of credit (or reimbursement agreements in respect thereof) or banker’s acceptances or the unpaid balance of the purchase price of any property or assets (including any earn-out, whether or not contingent) or any outstanding checks, drafts or overdrafts, as well as the amount of all indebtedness of others secured by a Lien on any asset of such Person (whether or not such indebtedness is assumed by such Person) and, to the extent not otherwise included, the amount of any indebtedness of any other Person guaranteed by such Person, and interest expense accrued but unpaid, income Tax obligations, investment banking fees, intercompany debt, and other expenses and any other Liabilities that are not directly related to the continuing operation of the Business, and all penalties, premiums, termination fees or breakage costs due upon or relating to the prepayment of any of such indebtedness, but the term “Debt” does not include Seller’s ordinary course accounts payable of the Business that are not yet overdue.

“Disputed Items” shall have the meaning set forth in Section 2.6(b).

“Employee Benefit Plan” shall have the meaning set forth in Section 3.17(a).

“Encumbrance” or “Lien” shall mean any encumbrance or restriction of any kind, including any lien, encumbrance, pledge, security interest, lien, charge, mortgage, hypothecation, trust deed, easement, lease, finance lease, sublease, claim, right of way, covenant, option, condition, right of first refusal or restriction, however imposed.

“Environmental Law” shall mean any Law which relates to or otherwise imposes liability or standards of conduct concerning health or safety or discharges, releases or threatened releases of noises, odors or any Pollutants into ambient air, ground or surface water or land, any Law related to mining and reclamation activities, any Law relating to the manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling of Pollutants, including the Occupational Health and Safety Act of 1970, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976 (“CERCLA”), as amended, any

other so-called “Superfund” or “Superlien” law, the Toxic Substances Control Act, as amended, the Federal Water Pollution Control Act of 1972, as amended, the Federal Clean Air Act, as amended, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, or any other similar Federal, state or local statutes.

“Environmental Notice” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

“ERISA” shall have the meaning set forth in Section 3.17(a).

“Escrow Agent” means Western Alliance Bank, N.A.

“Excluded Assets” shall have the meaning given to it in Section 1.2.

“Final Closing Date Over Billings” shall have the meaning set forth in Section 2.6(b).

“Final Closing Date Under Billings” shall have the meaning set forth in Section 2.6(b).

“Final Work In Process Report” shall have the meaning set forth in Section 2.6(b).

“Financial Statements” shall have the meaning set forth in Section 3.4(a).

“GAAP” shall mean United States generally accepted accounting principles, consistently applied.

“Government Bid” means any quotation, bid or proposal by the Seller, including any wage order or wage determination applicable thereto, that, if accepted or awarded, would result in a Government Contract related to the Business.

“Government Contract” means any Contract related to the Business including an individual task order, delivery order, purchase order, or blanket purchase agreement and any wage order or wage determination applicable thereto, between the Seller and any Government Body, as well as any subcontract, letter contract or other arrangement by which the Seller has agreed to provide goods or services to (i) a Governmental Authority, (ii) a prime contractor, or (iii) a higher-tier subcontractor.

“Governmental Authority” shall mean the government of the United States, any state or political subdivision thereof, or any foreign government, or any entity exercising executive, representative, judicial, regulatory or administrative functions of or pertaining to government.

“Holdback Escrow Agreement” has the meaning set forth in Section 2.3.

“Indemnification Holdback Amount” means \$1,500,000.00.

“Indemnification Holdback Release Date” has the meaning set forth in Section 7.6(a).

“Indemnified Party” shall have the meaning set forth in Section 7.4(a)

“Indemnifying Party” shall have the meaning set forth in Section 7.4(a).

“Independent Accounting Firm” shall have the meaning set forth in Section 2.6(b).

“Intellectual Property” shall mean all of the following: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent

applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works (including all software and all other computer software), data and related documentation, all copyrights, and all applications, registrations and renewals in connection therewith; (d) all customer lists; and (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, technical data, specifications, pricing and cost information, and business and marketing plans and proposals).

“Interim Financial Statements” shall have the meaning set forth in Section 3.4(a).

“I-95 SMC Project” means the project and work related to the Subcontract Agreement No. SMC-025-S, dated April 7, 2020, by and between Savannah Mobility Contractors, JV and the Company.

“Knowledge of Seller” or “Seller’s Knowledge” means either Robert Baker or Stoy Marlow: (i) is actually aware of the fact or matter; or (ii) reasonably should have been aware of that fact or matter in the performance of their duties for the Seller or following inquiry of their direct reports.

“Law” shall mean any federal, state, local or other law, statute, ordinance, regulation, rule, ordinance, bylaw (zoning or otherwise), order, judgment, consent decree, permit, settlement agreement, judicial or administrative decision, injunction or requirement of any Governmental Authority of any kind (including any Environmental Law) applicable to or binding on Purchaser, Seller, the Business, or any of the Acquired Assets.

“Leased Business Premises” shall have the meaning set forth in the Recitals.

“Legal Proceeding” means any judicial, administrative or arbitral actions, audits, claims, complaints, notices of violation, citations, notices of potential responsible party liability, grievances, suits, litigation, arbitrations, investigations, suits, inquiries, hearings or proceedings (public or private), in each case, whether civil, criminal or administrative, by or before, or otherwise involving, a Governmental Body.

“Liability” means any debt, liability or obligation (whether direct or indirect, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown or due or to become due) and including all costs and expenses relating thereto.

“Losses” shall mean all liabilities, equitable remedies, losses, costs, fines, damages of any nature, judgments, settlements, penalties, Tax, costs of investigation or expenses (including reasonable attorneys’ fees and costs of litigation).

“Loss Reserve Holdback Amount” means \$1,800,000.

“Loss Reserve Holdback Release Date” has the meaning set forth in Section 7.6(b).

“Marlow Employment Agreement” has the meaning set forth in Section 6.1(k).

“Material Adverse Effect” means a change, fact, circumstance, condition, event, result, consequence or effect, that individually or in the aggregate, would materially adversely affect the values or condition (financial or otherwise) of the Acquired Assets (whether tangible or intangible), the operations or Liabilities of the Business, or the Business, taken as a whole.

“Northern Florida” means anywhere in Florida north of Orlando, Florida.

“Owned Business Premises” shall have the meaning set forth in the Recitals.

“Permits” shall have the meaning set forth in Section 1.1(i).

“Person” shall mean any individual, corporation, partnership, limited liability company, association, trust, Governmental Authority or other entity or organization.

“Pit Agreements” means those certain pit agreements listed on Schedule 1.1(c).

“Plans and Specifications” shall mean all plans and specifications, blue prints, architectural plans, engineering plans, studies and diagrams, site plans, surveys, soil and substrata studies, landscape plans, environmental site assessments and/or reports and any other plans or studies of any kind in the possession or control of Seller or any Person under the control or contract with such Seller that relate to the Business.

“Pollutant” shall mean any material or substance, or combination of materials or substances, which by reason of quantity, concentration, composition, or characteristic is or in the future becomes regulated under any Environmental Law, and shall include: (i) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. § 9601 et seq.; (ii) any hazardous substance, constituent or waste as defined by the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 et seq.; (iii) any material identified as a hazardous waste under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C.A. § 6901 et seq.; (iv) any solid or hazardous waste identified under the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 21-8-20 et seq., and the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq.; (v) any material regulated as a Toxic pollutant as defined under the Federal Water Pollution Control Act, 33 U.S.C.A. § 1251 et seq.; (vi) any hazardous substance or toxic pollutant as defined under the Federal Water Pollution Control Act, 33 U.S.C.A. § 1251 et seq.; (vii) any hazardous substance as defined by the Oil Pollution Act, 33 U.S.C.A. § 2701 et seq., the Georgia Oil Hazardous Material Spills or Releases Act, O.C.G.A. § 12-14-1 et seq., the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20 et seq. or the Georgia Underground Storage Tank Act, O.C.G.A. § 12-13-1 et seq.; (viii) any hazardous air pollutant as defined under the Federal Clean Air Act, 42 U.S.C.A. § 7401 et seq. and the Georgia Air Quality Act, O.C.G.A. § 12-9-1 et seq.; (ix) any substance regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C.A. § 135 et seq.; (x) a special nuclear or byproduct material within the meaning of the Atomic Energy Act, 42 U.S.C.A. § 2014 et seq.; and (xi) any material or substance, or combination of materials or substances displaying any explosive, volatile, radioactive, toxic, corrosive, flammable, ignitable or reactive characteristic or which may cause a nuisance, injury, harm or degradation to human health, welfare or the environment. This definition also includes, but is not limited to, any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, per- and poly-fluoroalkyl substances (PFAS), and other emerging contaminants.

“Post-Closing Work In Process Report” shall have the meaning set forth in Section 2.6(b).

“Pre-Closing Tax Period” shall mean any Tax period ending on or before the Closing Date and the portion of any Straddle Period that ends on and includes the Closing Date.

“Prohibited Territory” shall mean any and all states and territories within the Southeastern United States.

“Punch List” has the meaning set forth in Section 6.1(h).

“Purchase Price” shall have the meaning set forth in Section 2.2.

“Purchaser” has the meaning set forth in the preamble.

“Real Estate Lease Amendment” has the meaning set forth in Section 6.1(m).

“Real Estate Purchaser” has the meaning set forth in the Recitals.

“Real Estate Purchase Agreement” has the meaning set forth in the Recitals.

“Real Estate Seller” has the meaning set forth in the Recitals.

“Related Parties” shall have the meaning set forth in Section 3.14.

“Retained Liabilities” shall have the meaning given to it in Section 1.4.

“Seller” shall have the meaning set forth in the preamble.

“Seller Indemnified Parties” shall have the meaning set forth in Section 7.3.

“Seller Retainage” shall have the meaning set forth in Section 2.8.

“Seller Transaction Expenses” means all of the fees and expenses of Seller and its Affiliates payable in connection with the negotiation, execution and delivery of this Agreement or the Real Estate Purchase Agreement, or the transactions contemplated hereby, including, without limitation, legal, accounting, financial advisory, investment banking, consulting and other advisory fees, costs and expenses of third parties, to the extent not paid prior to the Closing Date.

“Shareholder” shall have the meaning set forth in the preamble.

“Southeastern United States” shall mean Alabama, Arkansas, Northern Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Virginia and West Virginia.

“Straddle Period” shall mean a Tax period that begins on or before the Closing Date but ends after the Closing Date.

“Subcontractor Retainage” shall have the meaning set forth in Section 2.8.

“Tax” or “Taxes” means (a) any U.S. federal, state, local, and any non-U.S. tax of any kind, including any of the following types: income, net income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, escheat, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), health insurance, unemployment, disability, real property, ad valorem, personal property, intangible property, sales, use, highway use, fuel, transfer, registration, vehicle registration, value-added, alternative or add-on minimum, estimated, or other tax, levies, imposts, fees, assessments or charges in the nature of a tax of any kind whatsoever, (b) any interest, penalties, or additions imposed relating to any of the foregoing, and (c) any amount described in clauses (a) and/or (b) that is imposed on a Person as a transferee or successor, by Contract (including any tax sharing, tax indemnity or tax allocation agreements), by operation of Law or otherwise, and in each case whether disputed or not.

“Tax Returns” means any return (including any information return), report, statement, schedule, notice, form, election, claim for refund, or other document or information filed with or submitted to, or

required to be filed with or submitted to, any Taxing Authority in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Law relating to Taxes (including any schedule or attachment thereto or amendment thereof).

“Taxing Authority” means any Governmental Authority or other duly-authorized Person having any jurisdiction or authority over the imposition, assessment, determination, collection, enforcement or administration of any Tax.

“Tax Proceeding” shall have the meaning set forth in Section 3.5.

“Transfer Taxes” All transfer, documentary, sales, use, excise, stamp, registration, filing, recordation, valued-added and other similar Taxes imposed or assessed as a result of the transactions contemplated by this Agreement.

“Third Party Claim” has the meaning set forth in Section 7.4(b).

“Treasury Regulations” shall mean the temporary and final regulations promulgated by the U.S. Department of the Treasury pursuant to the Code.

“Work In Process Report” shall have the meaning set forth in Section 2.6(a).

9.2 Other Definitional Provisions.

(a) Except as otherwise specified herein, all references herein to any Laws shall include any successor Law, as the same may have been amended or supplemented from time to time, and any rules or regulations promulgated thereunder.

(b) When used in this Agreement, the words “herein”, “hereof”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any provision of this Agreement, and the words “Article”, “Section”, “Schedule”, and “Exhibit” refer to Articles and Sections of, and Schedules and Exhibits to this Agreement, unless otherwise specified.

(c) Whenever the context so requires, the singular includes the plural and vice versa, and a reference to one gender includes the other gender and the neuter.

(d) The word “including” (and, with correlative meaning, the word “include”) means that the generality of any description preceding such word is not limited.

ARTICLE X

MISCELLANEOUS

10.1 Expenses. Except as otherwise provided herein, all expenses incurred by Purchaser in connection with the negotiations among the parties, and the authorization, preparation, execution and performance of this Agreement and the transactions contemplated hereby shall be paid by Purchaser. Except as otherwise provided herein, all expenses incurred by Seller Parties in connection with the negotiations among the parties, and the authorization, preparation, execution and performance of this Agreement and the consummation of the transactions contemplated hereby shall be paid by Seller Parties.

10.2 Amendment; Waivers. This Agreement may not be amended, modified or supplemented unless such amendment is in writing and duly executed by the parties. No approval, consent or waiver will be enforceable unless signed by the granting party. Failure to insist on strict performance or to exercise a right when entitled does not prevent a party from doing so later for that breach or a future one.

10.3 Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (a) when received if given in person or sent by express overnight courier such as Federal Express or United Parcel Service (charges prepaid and return receipt requested) or (b) on the date of transmission if sent by email with read receipt or other wire transmission with confirmation of transmission by the transmitting equipment and no failure message is delivered:

If to Seller, to:

Baker Constructors, Inc.
87 Ponte Vedra Blvd
Jacksonville, FL 32082
Attn: Robert Baker, CEO
Email: robert@rbbakerholdings.com

Copy of notices to Seller to:
Oliver Maner LLP
Attention: James P. Gerard, Esq.
218 West State Street
Savannah, Georgia 31401
Facsimile: (912) 236-8725
Email: jgerard@olivermaner.com

If to Shareholder, to:

Robert Baker
87 Ponte Vedra Blvd
Jacksonville, FL 32082
Email: robert@rbbakerholdings.com

Copy of notices to Shareholder to:

Oliver Maner LLP
Attention: James P. Gerard, Esq.
218 West State Street
Savannah, Georgia 31401
Email: jgerard@olivermaner.com

If to Purchaser, to:

C.W. Matthews Contracting Co., Inc
11600 Kenview Drive NW
Marietta, GA 30060
Attention: Daniel P. Garcia, President
Facsimile: (770) 422-1068
Email: Dgarcia@cwmatthews.com

With a copy (which shall not constitute notice) to:

Nelson Mullins Riley & Scarborough LLP
201 17th Street, Suite 1700
Atlanta, Georgia 30363
Attention: Michael E. Hollingsworth II, Esq.
Email: michael.hollingsworth@nelsonmullins.com
Attention: Katelyn Fredericks, Esq.
Email: katelyn.fredericks@nelsonmullins.com

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

10.4 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be their original signatures for all purposes.

10.5 Headings. The headings preceding the text of Articles and Sections of this Agreement are for reference only and shall not be deemed part of this Agreement.

10.6 Applicable Law; Forum. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia applicable to contracts executed in and performed entirely within that State, without regard to its conflicts of law principles. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court in Chatham County, State of Georgia, in connection with any matters in connection with this Agreement, any other Agreement related hereto, or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Georgia for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

10.7 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, as the case may be; provided, however, that no assignment shall be made hereof without the prior written consent of the non-assigning party, except that Purchaser may assign its rights hereunder to any of its Affiliates without any other party's prior consent.

10.8 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and their respective Affiliates and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

10.9 Entire Understanding. This Agreement and the Real Estate Purchase Agreement sets forth the entire agreement and understanding of the parties in respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof and is not intended to confer upon any other Person any rights or remedies hereunder. There have been no representations or statements, oral or written, that have been relied on by any party hereto, except those expressly set forth in this Agreement.

10.10 Construction. The parties acknowledge and agree that each of them have participated in the drafting of this Agreement and that this Agreement has been reviewed by the respective legal counsel for such parties and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion of this Agreement.

10.11 Severability. Whenever possible each provision and term of this Agreement shall be interpreted in such manner as to be effectively valid under applicable Law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable Law, or determined to be void or unenforceable for any reason, then such provision or term shall be in effect only to the extent of such prohibition, invalidity or unenforceability, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement, and the prohibited, invalid or unenforceable provision shall be modified to the minimum extent necessary to make it permissible, valid and enforceable, unless the result of any such invalidity or unenforceability shall be to cause a material failure of consideration to the party seeking to sustain the validity or enforceability of the subject provision.

10.12 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and caused this Agreement to be executed and delivered on the date first above written.

PURCHASER:

**C.W. MATTHEWS CONTRACTING CO.
INC.**

DocuSigned by:
Daniel P. Garcia
EC5637BD521749B...
By: _____
Name: Daniel P. Garcia
Title: President

SELLER:

BAKER CONSTRUCTORS, INC.

By: _____
Name: Robert B. Baker
Title: Chief Executive Officer

SHAREHOLDER:

Robert Baker

IN WITNESS WHEREOF, the parties have executed and caused this Agreement to be executed and delivered on the date first above written.

PURCHASER:

**C.W. MATTHEWS CONTRACTING CO.
INC.**

By: _____
Name: Daniel P. Garcia
Title: President

SELLER:

BAKER CONSTRUCTORS, INC.

By:  _____
Name: Robert B. Baker
Title: Chief Executive Officer

SHAREHOLDER:

 _____
Robert Baker

List of Schedules to Purchase Agreement:

1.1(a)	Equipment
1.1(b)	Vehicles
1.1(c)	Assumed Contracts
1.2(h)	Other Excluded Assets
1.2(i)	Prepaid Expenses
2.3(b)(i)	Seller Transaction Expenses
2.3(b)(ii)	Closing Date Debt
2.3(b)(iii)	Closing Date Over Billings Payment
2.4	Purchase Price Allocation
2.6(a)	<u>Work In Process Report Methodology</u>
2.8(a)	Retainage Due Seller
2.8(b)	Retainage due from Seller
5.8(c)	Bonuses, Gifts, and Gratuities
6.1(b)	Requisite Consents

Disclosure Schedules Index

3.1(a)	Due Incorporations
3.1(b)	Governing Documents
3.2(b)	Due Authorization
3.2(c)	Due Authorization
3.4(a)	Financial Statements
3.6(a)(i)	Active Project Contracts
3.6(a)(ii)	Other Contracts
3.6(c)	Contracts with Issues
3.6(d)	Potential Termination of Contracts
3.7	Permits
3.8	Litigation
3.9	Insurance
3.10	Intellectual Property
3.14(a)	Transactions with Related Parties
3.14(b)	Transactions with Related Parties
3.15(b)	Real Property Leases
3.16(a)	Labor Matters
3.17 (a)	Employee Benefits
3.17(d)	COBRA
3.18	Adverse Changes
3.19(a)	Government Contracts
3.19(b)	Government Bids
3.19(c)	Government Contracts at a Loss
3.19(e)	Government Compliance
3.19(i)	Past Performance Ratings
3.19(j)	Governmental Contracts – Status
3.20(a)	Government Contract Disputes, Claims and Litigation; Sanctions
3.20(c)	Set-Offs or Withholdings
3.20(d)	Defaults
3.22	PPP Loan; EIDL

Schedule 1.1(a)

Equipment

1. See attached.

Item Description	Quantity	Unit Price	Total Price
Excavator	1	\$12,000	\$12,000
Grader	1	\$10,000	\$10,000
Backhoe Loader	1	\$10,000	\$10,000
Generator	1	\$5,000	\$5,000
Water Pump	1	\$5,000	\$5,000
Blower	1	\$5,000	\$5,000
Hand Pumps	5	\$1,000	\$5,000
Gasoline Generators	5	\$1,000	\$5,000
Hand Tools	100	\$100	\$10,000
Auto Jacks	5	\$2,000	\$10,000
Paint	100	\$100	\$10,000
Construction Materials	100	\$100	\$10,000
Trucks	2	\$5,000	\$10,000
Excavator	1	\$10,000	\$10,000
Grader	1	\$10,000	\$10,000
Backhoe Loader	1	\$10,000	\$10,000
Generator	1	\$5,000	\$5,000
Water Pump	1	\$5,000	\$5,000
Blower	1	\$5,000	\$5,000
Hand Pumps	5	\$1,000	\$5,000
Gasoline Generators	5	\$1,000	\$5,000
Hand Tools	100	\$100	\$10,000
Auto Jacks	5	\$2,000	\$10,000
Paint	100	\$100	\$10,000
Construction Materials	100	\$100	\$10,000
Trucks	2	\$5,000	\$10,000

Baker Constructors, Inc.
 Depreciation Schedule
 FY 2023

Equip #	GL	GDOT Schedule	State	Serial Number	Date	Disposal Date	Description	Net Capitalized	Life
ADM. 001	1500.	10B	GA		6/8/2016		2 Dell Laptops	3,447.54	2
ADM. 002	1500.	10B	GA		6/26/2016		2 Dell Laptops	3,723.31	2
ADM. 003	1500.	10B	GA		7/20/2016		Power Edge Server	3,817.08	2
ADM. 004	1500.	10B	GA		7/20/2016		1 Dell Laptop	1,864.05	2
ADM. 010	1500.	10B	GA		11/21/2017		2 Dell 5580 Laptops	4,335.64	2
ADM. 011	1500.	10B	GA		11/21/2017		1 Dell Laptop - BF	2,172.10	2
ADM. 012	1500.	10B	GA		12/20/2017		Triple Wide Office Trailer	118,737.46	3
ADM. 013	1500.	10B	GA		12/20/2017		Single Wide Office Trailer	46,137.57	3
ADM. 014	1500.	10B	GA		12/20/2017		Office Furniture	45,000.01	3
ADM. 015	1500.	10B	GA		12/20/2017		3 File Cabinets	2,852.01	3
ADM. 016	1500.	10B	GA		12/29/2017		Fence - Office	19,885.00	3
ADM. 017	1500.	10B	GA		12/29/2017		Deck - Office	14,750.00	3
ADM. 019	1500.	10B	FL		3/28/2018		Reception Desk & File Cabinet	8,190.51	3
ADM. 020	1500.	10B	GA		3/28/2018		2 Dell Laptops	4,429.80	2
ADM. 021	1500.	10B	GA		5/7/2018		Dell Laptop	2,226.45	2
ADM. 022	1500.	10B	FL		5/27/2018		Dell Laptop	2,226.45	2
ADM. 023	1500.	10B	FL		9/22/2018		Dell Laptop	2,462.94	2
ADM. 024	1500.	10B	FL		8/18/2018		Dell Laptop	2,252.35	2
ADM. 027	1500.	10B	FL		11/21/2018		Dell Laptop	2,045.84	2
ADM. 028	1500.	10B	FL		11/22/2018		6 Dell Laptops	11,973.30	2
ADM. 029	1500.	10B	FL		12/4/2018		Dell Laptop	2,000.90	2
ADM. 030	1500.	10B	GA		1/15/2019		2 Dell Laptops	4,111.25	2
ADM. 031	1500.	10B	GA		1/29/2019		FL Office Furniture	14,000.00	3
ADM. 032	1500.	10B	GA		2/13/2019		Dell Laptop	2,000.86	2
ADM. 033	1500.	10B	GA		2/14/2019		Dell Laptop	2,000.86	2
ADM. 034	1500.	10B	GA		3/22/2019		2 Dell Laptops	3,995.38	2
ADM. 035	1500.	10B	FL		3/12/2019		2 Dell Laptops	2,574.42	2
ADM. 036	1500.	10B	GA		3/28/2019		Dell Laptop	1,840.40	2
ADM. 037	1500.	10B	GA		6/13/2019		Dell Laptop	1,966.03	2
ADM. 038	1500.	10B	GA		5/24/2019		Office Furniture - Acct Office/PM Desks	9,470.57	3
ADM. 039	1500.	10B	GA		6/24/2019		2 Lateral File Cabinets - Full	2,137.86	3
ADM. 040	1500.	10B	FL		12/17/2019		Dell Latitude - FL	2,012.70	3
ADM. 042	1500.	10B	GA		3/20/2020		Fence Meldrim	19,125.00	3
ADM. 043	1500.	10B	GA	19933301453	4/21/2020		Surface Pro 7	1,372.97	2
ADM. 044	1500.	10B	GA	7PBPL33	5/5/2020		Dell Laptop & 2 Monitors	1,979.55	2
ADM. 045	1500.	10B	FL	DXCS33	5/19/2020		Dell Laptop	1,334.00	2
ADM. 046	1500.	10B	GA	17772401557	5/20/2020		Surface Laptop 3	1,657.85	2
ADM. 047	1500.	10B	FL	006492702157/006553202157	6/30/2020		2 Surface Laptops	2,335.60	2
ADM. 048	1500.	10B	FL	022942201557/023461501557	8/1/2020		2 Surface Laptops	2,339.02	2
ADM. 049	1500.	10B	FL	051806101557/051830401557	10/6/2020		2 Surface Laptops	2,882.98	2
ADM. 050	1500.	10B	FL	034199201557	11/10/2020		1 Surface Laptop	1,378.46	2
ADM. 051	1500.	10B	FL	034161601557/051618701557	11/24/2020		2 Surface Laptops	2,749.84	2
ADM. 052	1500.	10B	FL	8VXN473	12/2/2020		Dell Precision 5540	2,984.67	2
ADM. 053	1500.	10B	FL	056463401757	12/10/2020		1 Surface Laptop	1,379.72	2
ADM. 055	1500.	10A	FL		11/3/2020		DJI Phantom Drone	11,017.20	3
ADM. 056	1500.	10B	FL	6CYR593	1/22/2021		Dell 5510 Notebook	1,248.22	2
ADM. 057	1500.	10B	FL	43036502057	1/28/2021		Surface Tablet	1,387.75	2
ADM. 058	1500.	10B	FL	J069X93 & 7169X93	3/11/2021		2 - Dell Latitude 5520	3,510.67	2
ADM. 059	1500.	10B	FL	007487201857/007554701857	3/12/2021		2 - Surface Laptops	2,598.11	2
ADM. 060	1500.	10B	FL	007347701857/007448501857/	3/29/2021		4 Surfaces & 1 Dell	6,961.79	2
ADM. 061	1500.	10B	FL	7561201857	4/5/2021		Surface Laptop	1,306.96	2
ADM. 063	1500.	10B	FL	1520TN001KUSPF32CGT7 &	8/3/2021		2 - Lenovo Laptops	4,484.15	2
ADM. 064	1500.	10B	FL	1520T40034USPF34XPQF	9/24/2021		Lenovo Thinkpad	2,361.49	2

ADM.065	1500.	10B	FL	1520T40034U5PF33Z58W	9/30/2021	Lenovo Thinkpad	2,496.22	2
ADM.066	1500.	10B	GA	003942314557/012447314557	12/9/2021	Surface Laptops	5,065.38	2
ADM.067	1500.	10B	GA		1/25/2022	Surface Laptops	5,067.52	2
ADM.068	1500.		GA		5/11/2022	Dell Notebook Laptops - 2	4,310.94	2
ADM.069	1500.		GA		6/15/2022	Surface Laptop	3,492.44	2
ADM.070	1500.		GA		6/21/2022	Laptop	1,749.45	2
ADM.071	1500.		GA		6/29/2022	2 Dell Notebooks	5,232.92	2
ADM.072	1500.		GA		6/29/2022	Dell Notebook	2,157.57	2
ADM.073	1500.		GA		7/6/2022	Dell Notebook	2,174.99	2
ADM.062	1500.	10B	FL		7/21/2021	FL Office Furniture	3,248.13	3
ADM.074	1500.		GA		7/7/2022	Ga Office Furniture	71,208.25	3
ADM.075	1500.		GA		8/4/2022	Dell Notebook & Dock	2,538.04	2
ADM.076	1500.		GA		8/8/2022	Dell Server	14,915.80	2
ADM.077	1500.		GA		8/8/2022	3 Dell Notebooks	6,471.36	2
ADM.078	1500.		GA		8/10/2022	Microsoft Surface	1,744.34	2
ADM.079	1500.		GA		8/11/2022	Dell Laptop	2,161.40	2
ADM.080	1500.		GA		8/15/2022	Dell Laptop	2,161.40	2
ADM.081	1500.		GA		8/15/2022	Microsoft Surface	1,744.34	2
ADM.082	1500.		GA		8/16/2022	Dell Laptop	2,161.40	2
ADM.083	1500.		GA		8/18/2022	Microsoft Surface	2,533.30	2
ADM.084	1500.		GA		8/19/2022	2 Dell Laptops	5,061.59	2
ADM.085	1500.		GA		11/2/2022	2 Dell Laptops	5,166.28	2
ADM.086	1500.		GA		11/17/2022	2 Dell Laptops	4,628.82	2
ADM.087	1510.		GA		9/21/2021	Carlson Software	4,189.05	5
ADM.088	1500.		GA		1/15/2023	Dell Latitude 5530	2,658.69	2
ADM.089	1500.		GA		2/15/2023	2 Dell Computers	5,232.82	2
ADM.090	1500.		GA		2/23/2023	Dell Computer	2,669.49	2
ADM.091	1500.		GA		3/13/2023	Surface Laptop	2,605.76	2
ADM.092	1500.		FL		3/29/2023	Surface Laptop	2,602.24	2
ADM.093	1500.		GA		3/23/2023	Dell Laptop - Latitude 5000	2,587.26	2
ADM.094	1500.		GA		5/2/2023	Surface Laptop	2,272.68	2
ADM.095	1500.		FL		6/8/2023	Dell Laptop	2,646.95	2
ADM.096	1500.		FL		9/15/2023	2 Dell Laptops	3,504.57	2
ADM.097	1500.		GA		9/26/2023	Dell Laptop	2,290.87	2
ADM.098	1500.		FL		1/26/2024	Dell Laptop	1,760.15	2
ADM.099	1500.		FL		1/18/2024	Dell Laptop	1,822.45	2

1500 Totals 626,685.85

ADM.005	1510.	10B	GA		8/30/2016	B2W Software	11,950.00	5
ADM.006	1510.	10B	GA		8/31/2016	4 Seats Vista by Viewpoint	13,700.02	5
ADM.007	1510.	10B	GA		9/29/2016	Carlson	8,667.00	5
ADM.041	1510.	10B	GA		12/31/2019	B2W Additional Seat	7,081.25	3

1510 Totals 67,988.27

PU0.050	1550.	10A		1GCKNKEC7JZ101050	11/2/2022	2018 Chevy Single Cab	2,733.80	1
PU0.260	1550.	10A			11/1/2023	2019 Chevy Pickup	3,556.83	0.08
VND.001	1550.	10A		1GAWGRFG4F1273095	6/28/2018	2015 Chevy 12 Passenger Van	20,282.00	3
PU0.275	1550.	10A		1GCRYAEFKZ268507	3/25/2024	1500 Dbl Cab	1,690.22	1 Mo

1550 Total 28,262.85

CHO.426	1560.	10A	GA	314117	8/20/2020	3/31/2024 EC350EL	280,335.50	5
CHO.427	1560.	10A	GA	314119	8/20/2020	3/31/2024 EC350EL	280,335.50	5
CHO.428	1560.	10A	GA	314121	8/20/2020	3/31/2024 EC350EL	280,335.50	5
CHO.429	1560.	10A	GA	314255	8/20/2020	3/31/2024 EC480EL	381,089.50	5
CHO.430	1560.	10A	GA	314124	8/20/2020	3/31/2024 EC350EL	280,335.50	5
BBD.002	1560.	10A	GA	4412	5/25/2021	19 Durabuilt LSHD12 Box Scraper	7,959.53	5
BBD.003	1560.	10A	FL		1/16/2019	Garfield Box Blade	16,638.99	5

BBO. 004	1560.	10A	GA	1XFLL12XAJ0100451	5/25/2021	2020 Frontier LL12 Box Blade	7,437.23	5
BBO. 005	1560.	10A	GA	5RLS-153	11/12/2021	Rome RL5-10 Box Blade	20,330.00	5
BBO. 006	1560.	10A	GA	5RLS-154	11/12/2021	Rome RL5-10 Box Blade	20,304.63	5
BBO. 007	1560.		GA		10/5/2022	Box Blade	4,280.00	3
BDO. 323	1560.				3/7/2023	Komatsu D39	42,425.40	2
BDO. 329	1560.	10A	GA	LF900313	2/12/2021	D6-20 Dozer	406,850.00	5
BDO. 330	1560.	10A	GA	HNK00433	2/8/2021	D6-20 Dozer	413,800.00	5
BDO. 348	1560.	10A	GA	100254	9/3/2021	D39PXI-24 Dozer	219,562.76	5
BDO. 349	1560.	10A	GA	10291	12/29/2021	D39PXI-24 Dozer	207,881.67	5
BDO. 372	1560.				12/29/2023	D39PXI Dozer	156,220.00	3
BDO. 392	1560.				8/28/2023	Komatsu D51PX	189,170.85	5
BDO. 397	1560.				12/29/2023	D39PXI Dozer	193,670.00	5
BL0. 001	1560.	10A	GA	121950	1/6/2021	McPherson Burner	53,784.00	5
CHO. 001	1560.	10A	GA	13069	1/31/2018	Volvo EC35D	44,217.49	5
CHO. 002	1560.	10A	GA	1921780	8/7/2019	JCB 452-1 Mini Excavator	41,497.52	5
CHO. 003	1560.	10A	FL	6G602283	1/15/2021	306-07CR Mini Excavator	68,571.94	5
CHO. 004	1560.	10A	GA	6G602005	2/12/2021	306-07CR Mini Excavator	82,169.16	5
CHO. 250	1560.	10A	GA		8/30/2018	EC300 Excavator	276,455.00	5
CHO. 419	1560.	10A	GA		2/13/2023	CAT 336 DK500249	158,360.00	5
CHO. 431	1560.	10A	GA	314129	8/20/2020	EC350EL	280,335.50	5
CHO. 434	1560.		GA	A38322	6/24/2022	21 Komatsu PC360	211,299.84	4
CHO. 441	1560.	10A	GA	YBN10739	7/26/2021	21 CAT 336-07 Excavator	353,700.00	5
CHO. 450	1560.	10A	FL	YBN20135	8/12/2021	2021 CAT 336-07 Excavator	351,475.70	5
CHO. 451	1560.	10A	GA	A13485	12/22/2021	PC210LC-11 Excavator	215,615.74	5
CHO. 473	1560.	10A	GA		1/26/2023	CAT 316FL	51,804.23	5
CM0. 001	1560.	10A	FL	203248	1/14/2019	Cement Mixer	3,288.64	3
CM0. 002	1560.	10A	FL		11/5/2019	Concrete Mixer	3,290.25	3
CM0. 003	1560.	10A	GA	E1752286	11/12/2021	Concrete Mixer	2,140.00	3
CM0. 005	1560.		GA		10/6/2022	Mortar Mixer	3,745.00	3
FP0. 001	1560.	10A	GA		12/28/2017	Rockland Harrow	12,412.50	3
FP0. 002	1560.	10A	GA	8TACW-657	6/1/2018	Rome Harrows	34,923.99	5
FP0. 005	1560.	10A	GA	8TACW-798	11/12/2021	Rome TACW-16 Harrow	36,915.00	5
FT0. 101	1560.	10A	FL	B073036	1/1/2019	Challenger Tractor	118,240.00	4
FT0. 102	1560.	10A	FL	B274010	8/17/2020	CAT Challenger Tractor	101,438.50	5
FT0. 103	1560.	10A	GA	ZLR04286	4/28/2021	21 Case IH Maxxum 125 Farm Tractor	225,281.75	5
FT0. 104	1560.	10A	GA	PLEH20633	4/28/2021	21 Case IH Maxxum 125 Farm Tractor	127,811.75	5
FT0. 105	1560.	10A	GA	KLEH20570	4/28/2021	21 Case IH Maxxum 125 Farm Tractor	127,811.75	5
FT0. 106	1560.	10A	GA	ZLR02416	4/28/2021	21 Case IH Magnum 200 Farm Tractor	225,281.75	5
FT0. 107	1560.	10A	GA	1RW6145RCGR026028	5/25/2021	18 John Deere 6145R Tractor	99,362.42	5
FT0. 108	1560.	10A	GA	1RW6145SRJA033412	5/25/2021	18 John Deere 6145R Tractor	113,464.58	5
GPS. 001	1560.	10A	GA		8/14/2016	LPS & GPS - CAT Motorgrader	66,524.80	5
GPS. 002	1560.	10A	GA		8/14/2016	Base & Rover Package - CAT D6N Dozer	26,263.34	5
GPS. 003	1560.	10A	GA		8/14/2016	Base & Rover Package - CAT D6N Dozer	26,263.34	5
GPS. 005	1560.	10A	GA		1/17/2017	Sonic Tracker	2,795.17	5
GPS. 008	1560.	10A	GA		5/31/2018	GPS - Robot	30,858.80	5
GPS. 009	1560.	10A	GA		3/23/2018	GPS - Base, Rover & Contoller	25,587.93	5
GPS. 010	1560.	10A	FL		6/13/2018	GPS - Motorgrader (Teddies)	56,196.40	5
GPS. 011	1560.	10A	FL		12/14/2018	GPS System	203,368.84	5
GPS. 012	1560.	10A	FL		1/29/2019	GPS - Hiper V	19,960.31	5
GPS. 013	1560.	10A	GA		2/28/2019	GPS - MGO.003	89,264.75	5
GPS. 014	1560.	10A	FL		4/17/2019	GPS - MGO.004	58,494.55	5
GPS. 015	1560.	10A	FL		4/18/2019	GPS - Sonic Tracker	2,694.45	5
GPS. 016	1560.	10A	GA		5/30/2019	GPS - Sonic Tracker	5,112.46	5
GPS. 017	1560.	10A	GA	32HPU-679	6/12/2019	GPS - Pipe Laser	6,765.61	5
GPS. 018	1560.	10A	GA		4/16/2019	GPS - Radio	10,148.95	5
GPS. 019	1560.	10A	GA		10/24/2019	GPS Rover - GA	33,705.00	5
GPS. 020	1560.	10A	FL		10/24/2019	GPS Rover - FL	33,415.00	5
GPS. 021	1560.	10A	FL		2/21/2020	Data Collector	6,059.00	5
GPS. 022	1560.	10A	FL		3/19/2020	Radio	2,587.00	5
GPS. 023	1560.	10A	GA	1148-14711, 1448-14713 & 273751	6/24/2020	2 Hiper VR	34,384.45	5
GPS. 024	1560.	10A	GA	580-5351, 531-5601, 124-05880	7/24/2020	GPS - Grader	14,899.75	5

GPS. 025	1560.	10A	GA	272895	9/24/2020	Topcon FC5000 Base & Rover	19,260.00	5
GPS. 026	1560.	10A	GA		3/31/2021	GPS	48,119.90	5
GPS. 027	1560.	10A	GA		2/25/2021	3 Rovers	52,224.56	5
GPS. 028	1560.	10A	FL		4/9/2021	2 Containers	7,018.35	3
GPS. 029	1560.	10A	GA		4/28/2021	Survey Eq	33,190.33	5
GPS. 030	1560.	10A	GA		4/28/2021	Survey Eq	33,190.33	5
GPS. 031	1560.	10A	GA	1448-21457 & 1448-21522	7/19/2021	2 Hiper VR	33,862.29	5
GPS. 032	1560.	10A	GA	1446-08845, 1059-39893, 536-0979	7/9/2021	GPS for Motorgrader MGO.007	96,714.97	5
GPS. 033	1560.	10A	GA	1467-10994, 1467-11016, 1467-11196	7/9/2021	GPS Eq	60,664.98	5
GPS. 034	1560.	10A	GA	1148-21567 & 303562	8/25/2021	Hiper V	21,601.88	5
GPS. 035	1560.	10A	GA	XQ002889 & VN5789	9/27/2021	Total Station	26,006.35	5
GPS. 036	1560.	10A	FL	C11069	9/21/2021	Accugrade Kit - D6 Dozer	58,262.43	5
GPS. 037	1560.		GA		3/30/2022	Rover/Radio	10,956.80	5
GPS. 038	1560.		GA		3/30/2022	Rover/Radio	9,501.60	5
GPS. 039	1560.		GA		6/13/2022	GPS	2,610.00	3
GPS. 040	1560.	10A	GA		2/8/2023	GPS Equipment	9,680.29	3
GPS. 041	1560.	10A	GA		2/8/2023	GPS Equipment	10,129.69	3
GPS. 042	1560.	10A	GA		2/8/2023	GPS Equipment	4,602.26	3
GPS. 043	1560.	10A	GA		2/8/2023	GPS Equipment	8,504.36	3
GPS. 044	1560.	10A	GA		2/8/2023	GPS Equipment	6,556.82	3
GPS. 045	1560.	10A	GA		2/8/2023	GPS Equipment	10,384.00	3
GPS. 046	1560.	10A	GA		2/8/2023	GPS Equipment	4,005.35	3
GPS. 050	1560.	10A	GA		3/3/2023	Topcon Hiper VR	23,290.69	3
GPS. 054	1560.				5/22/2023	GPS Equipment	5,674.21	3
GPS. 057	1560.				6/1/2023	GPS Equipment	15,704.39	3
GPS. 058	1560.				8/28/2023	GPS Equipment	17,250.58	3
GPS. 059	1560.				8/28/2023	GPS Equipment	3,180.00	3
GPS. 060	1560.				8/28/2023	GPS Equipment	7,751.08	3
GPS. 061	1560.				8/28/2023	GPS Equipment	5,996.50	3
J50. 001	1560.	10A	GA	C6 0620669	7/9/2020	2020 Jersey Spreader R600C DoMor	51,788.00	5
LA0. 005	1560.	10A	GA	RR6420	5/26/2020	Topcon TP-L5B Laser	8,278.18	5
LA0. 006	1560.	10A	GA	RR6425	7/27/2020	Pipe Laser	6,132.17	5
LA0. 008	1560.	10A	GA	P2001481 & A1004251	8/3/2021	Pipe Laser	6,978.54	5
MGO. 001	1560.	10A	GA	ON9R00260	11/27/2017	CAT 12M Motorgrader	228,445.00	3.75
MGO. 002	1560.	10A	FL	N9F00876	8/9/2018	12M3 Motorgrader (Teddies)	306,454.67	5
MGO. 003	1560.	10A	GA	ON9F01156	2/14/2019	CAT 12M3 Motorgrader	294,550.00	5
MGO. 004	1560.	10A	FL		4/11/2019	12M3 Motorgrader	320,670.00	5
MGO. 005	1560.	10A	GA	EB200172	9/30/2020	Motorgrader	336,272.60	5
MGO. 006	1560.	10A	GA	EB200251	2/8/2021	CAT 140-15 Motor Grader	409,220.44	5
MGO. 007	1560.	10A	GA	EB400325	7/29/2021	2021 CAT 150 Motor Grader	382,930.26	5
MGO. 008	1560.				9/29/2023	Motorgrader	423,758.98	5
MSC. 009	1560.	10A	FL		12/4/2018	20' Container	2,193.50	3
MSC. 104	1560.	10A	GA		12/29/2017	Pipe Laser	5,195.76	3
MSC. 106	1560.	10A	GA		1/23/2018	2 Storage Containers	4,280.00	3
MSC. 107	1560.	10A	GA		2/28/2018	Strickland Thumb	13,610.76	5
MSC. 108	1560.	10A	GA		10/17/2018	Storage Container	2,183.25	3
MSC. 110	1560.	10A	FL		2/15/2019	1 Storage Container	2,289.75	3
MSC. 111	1560.	10A	GA		12/16/2019	Pipe Laser	7,689.92	3
MSC. 112	1560.	10A	FL		10/9/2019	Pipe	8,089.93	3
MSC. 113	1560.	10A	GA		10/16/2019	Discharge Hose	3,370.50	3
MSC. 114	1560.	10A	GA		8/5/2019	Pipe Laser	4,199.75	3
MSC. 115	1560.	10A	FL		7/7/2020	20' Used Container	2,156.63	3
MSC. 116	1560.	10A	GA	72136	9/30/2020	Strickland Thumb	12,251.50	5
MSC. 117	1560.	10A	GA		8/19/2021	20' Container	3,051.00	3
MSC. 118	1560.	10A	GA		8/19/2021	20' Container	2,996.00	3
MSC. 119	1560.	10A	GA		8/25/2021	20' Container	2,969.25	3
MSC. 120	1560.		GA		7/13/2022	Pipe Laser	6,020.89	5
MSC. 121	1560.		GA		7/21/2022	20' Storage Container	5,344.65	3
MSC. 122	1560.	10A	FL	DH85449	10/29/2021	K & B Dozer Rake (BD0.003)	3,727.50	3
MSC. 123	1560.		GA		3/22/2022	Concrete Bucket	2,021.12	3
MSC. 124	1560.		GA		10/21/2022	Rammer	3,262.43	3
MSC. 125	1560.		GA		3/14/2022	Arrow Board	5,925.12	5

MSC. 126	1560.		FL		3/14/2022	Arrow Board	5,925.11	5
MSC. 127	1560.	10A	GA		1/6/2023	Kawasaki Mule	25,825.72	3
PIT. 001	1560.	10A	GA		10/28/2020	Hoses & Float	11,358.85	3
PIT. 002	1560.	10A	GA		10/31/2020	Hoses & Float	9,231.07	3
PPD. 007	1560.	10A	GA		4/30/2019	8" Hydraulic Pump	94,270.13	5
PPD. 014	1560.	10A	GA		4/8/2020	2016 TPM United Rental Pump - Exh Club	80,250.00	5
PPD. 015	1560.	10A	GA		3/27/2020	Holland Pump - Exh Club	79,527.54	5
PPD. 017	1560.	10A	GA		6/24/2021	Pump	2,382.51	3
PPD. 018	1560.	10A	GA		4/21/2021	Wacker Pump	2,382.61	3
PPD. 019	1560.	10A	GA	24533700	7/12/2021	Wacker 3" Trash Pump	2,048.48	3
PPD. 020	1560.	10A	GA	24528890	11/12/2021	3" Trash Pump	1,805.09	3
PPD. 024	1560.		GA		9/21/2022	Hydraulic Pump	125,155.76	5
PPD. 026	1560.		GA		3/21/2022	Pump/Hoses	2,123.13	3
PPD. 027	1560.		FL		1/5/2022	Pump	2,004.61	3
PPD. 030	1560.				9/21/2023	3in Trash Pump	2,145.35	2
PTO. 005	1560.	10A	FL	10745039	6/17/2019	Wacker Plate Tamp	5,189.50	3
PTO. 008	1560.	10A	GA	10914403	2/24/2020	Wacker Plate Tamp WP155OAW	1,736.08	3
PTO. 009	1560.	10A	FL		3/5/2020	Wacker Plate Tamp	7,125.50	3
PTO. 011	1560.	10A	GA	11079408	6/25/2020	Wacker Pump	2,862.25	3
PTO. 012	1560.	10A	FL	11215548	2/25/2021	Wacker BPU4045A	7,489.70	5
PTO. 013	1560.	10A	GA	11118790	4/21/2021	Wacker Plate Tamp	2,906.12	3
PTO. 014	1560.	10A	GA	102541379175	10/14/2021	Bomag Tamp	2,883.65	3
PTO. 015	1560.	10A	GA	11404653	11/8/2021	Wacker Plate Tamp WP155OAW	7,797.10	3
PTO. 016	1560.	10A	FL	11411252	11/15/2021	Wacker Tamp 1550A	1,929.63	3
PTO. 017	1560.	10A	GA	DF-13314	11/17/2021	Multiquip Tamp	1,845.75	3
PTO. 018	1560.	10A	GA	G-12250	11/30/2021	Multiquip Tamp	1,845.75	3
PTO. 019	1560.	10A	GA	F-6271	12/2/2021	MTX60HD Tamp	2,621.50	3
PTO. 020	1560.	10A	GA	G-15743	12/2/2021	MTX60HD Tamp	2,621.50	3
PTO. 021	1560.	10A	GA	11066571	11/18/2021	Wacker Tamp WP155OAW	1,712.00	3
PTO. 022	1560.		FL		9/14/2022	Plate Tamp	4,998.75	3
PTO. 026	1560.				9/11/2023	Rammer Compactor	3,050.00	3
PTO. 027	1560.				9/11/2023	Rammer Compactor	3,049.00	3
PWO. 002	1560.				9/1/2023	Pressure Washer	5,770.80	2
RBO. 001	1560.	10A	GA	M19122652	6/25/2020	GME Bedding Box	6,955.00	5
RCO. 001	1560.	10A	GA	BYN01077	9/23/2020	CAT 815 Soil Compactor	310,600.00	5
RCO. 002	1560.		GA	MBB00331	6/17/2022	18 815K CAT Pad Roller	587,390.53	5
RLD. 103	1560.	10A	FL	KTG04466	1/1/2019	CAT 930M Loader	193,371.46	5
RLD. 104	1560.	10A	GA	624293	12/31/2018	L70H Loader	224,025.00	5
RLD. 105	1560.	10A	GA		4/15/2019	L70 Loader	221,985.00	5
RLD. 106	1560.	10A	FL	VKTG05297	9/27/2019	930M Loader	219,262.57	5
RLD. 107	1560.	10A	GA	OKTG05133	9/10/2019	930M Loader	216,551.00	5
RLD. 108	1560.	10A	GA	OKTG05406	9/10/2019	930M Loader	216,551.00	5
RLD. 109	1560.	10A	FL	F5K00902	8/29/2020	930M Loader	194,925.70	5
RLD. 110	1560.	10A	FL	F5K00937	8/29/2020	930M Loader	194,925.70	5
RLD. 111	1560.	10A	FL	F5K01751	9/17/2021	CAT 930M Loader	216,178.70	5
RLD. 112	1560.	10A	FL	F5K01753	9/17/2021	CAT 930M Loader	216,178.70	5
RLD. 113	1560.		FL	F5K01979	7/19/2022	930M Loader	229,444.38	5
RLD. 114	1560.				12/29/2023	CAT 930M - RPO Conversion	159,689.90	3
RLD. 115	1560.				3/23/2023	LH70 Volvo Loader	224,361.45	5
RLD. 116	1560.				3/23/2023	LH70 Volvo Loader	224,361.45	5
RLD. 117	1560.				3/23/2023	LH70 Volvo Loader	224,361.45	5
RLD. 118	1560.				3/23/2023	LH70 Volvo Loader	224,361.45	5
RLD. 119	1560.	10A	GA		3/31/2023	L90H Volvo Loader	282,838.00	5
RLD. 120	1560.				11/1/2023	Loader - RRL003 RPO Conversion	87,737.62	2
RRH. 003	1560.				12/29/2023	CAT 420 Backhoe - RPO Conversion	143,414.97	3
RVO. 003	1560.	10A	GA	0C5500682	1/1/2019	C554B Vibratory Roller	123,993.93	5
RVO. 004	1560.	10A	FL	C5500691	8/7/2019	C554B Vibratory Roller	119,657.22	5
RVO. 005	1560.	10A	GA	C5501072	2/26/2021	C554BCAB Vibratory Roller	110,624.01	5
RVO. 006	1560.	10A	GA	501084	9/30/2020	C554B Vibratory Roller	154,597.30	5
RVO. 007	1560.	10A	GA	501082	9/30/2020	C554B Vibratory Roller	154,597.30	5
RVO. 008	1560.	10A	GA	501088	9/30/2020	C554B Vibratory Roller	154,597.30	5
RVO. 009	1560.	10A	GA	501085	9/30/2020	C554B Vibratory Roller	154,597.30	5
RVO. 010	1560.	10A	GA	501083	9/30/2020	C554B Vibratory Roller	154,597.30	5

RVO.011	1560.	10A	GA	CS501093	11/25/2020	CS54B Vibratory Roller	154,597.30	5
RVO.012	1560.				12/29/2023	CAT Soil Compactor - RPO Conversion	35,478.85	1
RVO.013	1560.				12/29/2023	CAT Soil Compactor - RPO Conversion	25,759.18	1
RVO.014	1560.				12/29/2023	CAT Soil Compactor - RPO Conversion	112,276.37	3
RVO.015	1560.		GA	H284.0434	10/5/2022	Hamm H10IP Smooth Drum Roller	155,150.00	5
RVO.016	1560.		GA	H284.0303	10/5/2022	Hamm H10IP Smooth Drum Roller	155,150.00	5
RVO.017	1560.		GA	H284.0528	10/5/2022	Hamm H10IP Smooth Drum Roller	155,150.00	5
RVO.018	1560.		GA	H284.0454	10/5/2022	Hamm H10IP Smooth Drum Roller	155,150.00	5
RVO.019	1560.		GA	H284.0447	10/5/2022	Hamm H10IP Smooth Drum Roller	155,150.00	5
RVO.020	1560.		GA	H284.0230	10/5/2022	Hamm H10IP Smooth Drum Roller	155,150.00	5
RVO.021	1560.		GA	H284.0426	10/5/2022	Hamm H10IP Pad Foot Roller	171,200.00	5
RVO.022	1560.		GA	H284.0492	10/5/2022	Hamm H10IP Pad Foot Roller	165,636.00	5
RVO.023	1560.				12/29/2023	HAMM H12i	132,252.00	5
RVO.024	1560.				12/29/2023	HAMM H12i	111,708.00	5
RVO.025	1560.				12/29/2023	HAMM H10i	22,042.00	1
SAO.024	1560.		GA		6/27/2022	3 Concrete Saws	4,375.07	3
SCO.001	1560.	10A	GA	82246	4/30/2020	A30F Volvo Truck - for Cement Spreader	150,050.00	5
SCO.002	1560.	10A	GA	M184919	10/18/2019	Stoltz Cement Spreader Body	146,806.57	5
SCO.003	1560.	10A	GA	740327	5/18/2021	17 A30G Spreader Truck	256,765.00	5
SCO.004	1560.	10A	GA		6/24/2021	Stoltz Cement Spreader Body	147,132.01	3
SSO.003	1560.		FL	Z4M00110	7/19/2022	RM400	285,699.10	3
SSO.004	1560.		GA	11WR.0171	9/29/2022	Wirtgen WR250I Stabilizer	882,750.00	5
SSO.005	1560.		FL	11WR.0182	9/29/2022	Wirtgen WR250I Stabilizer	882,750.00	5
STO.001	1560.	10A	FL	2NKHJH7X7KM245385	5/30/2018	Kenworth Service Truck	192,770.50	5
STO.002	1560.	10A	GA	2NP3LJ0X8KM264542	2/27/2019	Peterbuilt 2k Gl Fuel/Service Trick	271,142.70	5
STO.003	1560.	10A	GA	2NP3LJ0XXNM672447	7/29/2021	2022 Peterbuilt 3k Gl Fuel Truck	309,146.98	5
STO.004	1560.		GA		10/5/2022	Military Fuel Truck	21,400.00	5
SWO.001	1560.	10A	GA		9/16/2016	Service/Lube Trailer - New	18,719.79	5
SWO.002	1560.	10A	GA		11/10/2016	Service/Lube Trailer - Used	4,815.00	5
SWO.003	1560.	10A	GA	KTG03220	9/30/2017	Service/Lube Trailer - New	24,705.51	5
SWO.004	1560.		GA		9/26/2022	Pressure Washer Trailer	20,542.93	5
TAO.001	1560.	10A	GA	16VEX2221J2009683	5/7/2018	2018 Big Tex 22' Trailer	6,822.95	5
TAO.002	1560.	10A	FL		2/28/2019	FL Trailer	3,043.62	5
TAO.003	1560.	10A	GA	53FBE1426LF057414	2/24/2020	Trailer	4,039.25	5
TAO.004	1560.	10A	GA	3E9J158J6MT034058	7/17/2020	4100cf Pig Tank Trailer	84,672.15	5
TAO.006	1560.	10A	GA	57JES2300N35A0807	7/20/2021	2022 Fontaine Magnitude 55H Lowboy Trailer	90,267.14	5
TLD.001	1560.	10A	GA	2760113	8/26/2019	JCB 270T Skid Steer	86,302.70	5
TRD.002	1560.				10/17/2023	Trench Roller	16,585.00	5
TTD.001	1560.	10A	GA	1XPXP4EXXND788436	9/15/2021	2022 Peterbuilt Low Boy Tractor	183,930.58	5
WGO.011	1560.	10A	GA	EZGF-1885756	12/20/2021	Honda Generator	2,541.25	2
WGO.012	1560.		GA		9/26/2022	Generator	2,459.93	3
WLD.001	1560.	10A	GA	391052	10/19/2021	Schonstedt Pipe Locator	3,105.14	3
WTD.001	1560.	10A	GA	82037	12/29/2017	A30 Volvo Water Truck	124,120.00	4
WTD.002	1560.	10A	GA	1FDXF7DCXGDA03108	12/29/2017	F750 2K Water Truck	60,580.83	4
WTD.004	1560.	10A	GA		7/1/2018	A30D Water Truck	126,955.50	4
WTD.005	1560.	10A	GA	2T300364	2/26/2021	725C2WW 5k Water Truck	240,833.03	5
WTD.006	1560.	10A	GA	1FVHCYFC8KHKS8816	9/23/2020	Freightliner Water Truck	134,050.00	5
WTD.007	1560.				5/1/2023	Volvo Water Truck	81,534.14	3
WTD.008	1560.				5/1/2023	Volvo Water Truck	139,661.75	3
PTD.028	1560.		GA		1/12/2024	Plate Tamp	2,568.00	1 Mo
PTD.029	1560.		GA		1/12/2024	Plate Tamp	1,712.00	1 Mo
PPD.031	1560.				1/31/2024	3" Pump	2,183.25	1 Mo
PPD.032	1560.				3/11/2024	3" Pump - Wacker	1,203.19	1 Mo
PPD.033	1560.				3/11/2024	3" Pump - Wacker	1,203.19	1 Mo
CHD.490	1560.				3/31/2024	PC360LC-11	368,687.00	5
CHD.491	1560.				3/31/2024	PC360LC-11	352,042.00	5
CHD.492	1560.				3/31/2024	PC360LC-11	352,042.00	5
CHD.493	1560.				3/31/2024	PC360LC-11	352,042.00	5
CHD.494	1560.				3/31/2024	PC360LC-11	352,042.00	5
CHD.495	1560.				3/31/2024	PC360LC-11	352,042.00	5
CHD.496	1560.				3/31/2024	PC360LC-11	352,042.00	5
CHD.497	1560.				3/31/2024	PC360LC-11	352,042.00	5
CHD.498	1560.				3/31/2024	PC360LC-11	352,042.00	5

CH0.499	1560 .	3/31/2024	PC360LC-11	352,042.00	5
CH0.500	1560 .	3/31/2024	PC360LC-11	352,042.00	5
CH0.501	1560 .	3/31/2024	PC490LC-11	494,001.00	5

1560 Totals				27,336,283.77	
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Totals 28,059,220.74

GA DOT Asset Classification		
10A	Operational Assets	_____
10B	Non Operational Assets	_____
	Total Net By DOT Class	_____

MTHLY Depr.	Annual Depr.	2023							
		Accumulated Depreciation	NBV	January	February	March	April	May	June
143.65	1,723.77	3,447.54	-						
155.14	1,861.66	3,723.31	-						
159.05	1,908.54	3,817.08	-						
77.67	932.03	1,864.05	(0.00)						
180.65	2,167.82	4,335.64	-						
90.50	1,086.05	2,172.10	-						
3,298.26	39,579.15	118,737.46	-						
1,281.60	15,379.19	46,137.57	-						
1,250.00	15,000.00	45,000.01	-						
79.22	950.67	2,852.01	-						
552.36	6,628.33	19,885.00	-						
409.72	4,916.67	14,750.00	-						
227.51	2,730.17	8,190.51	-						
184.58	2,214.90	4,429.80	-						
92.77	1,113.23	2,226.45	-						
92.77	1,113.23	2,226.45	-						
102.62	1,231.47	2,462.94	-						
93.85	1,126.18	2,252.35	-						
85.24	1,022.92	2,045.84	-						
498.89	5,986.65	11,973.30	-						
83.37	1,000.45	2,000.90	-						
171.30	2,055.63	4,111.25	-						
388.89	4,666.67	14,000.00	-						
83.37	1,000.43	2,000.86	-						
83.37	1,000.43	2,000.86	-						
166.47	1,997.69	3,995.38	-						
107.27	1,287.21	2,574.42	-						
76.68	920.20	1,840.40	-						
81.92	983.02	1,966.03	-						
263.07	3,156.86	9,470.57	-						
59.39	712.62	2,137.86	-						
55.91	670.90	2,012.70	-						
531.25	6,375.00	19,125.00	-						
57.21	686.49	1,372.97	-						
82.48	989.78	1,979.55	-						
55.58	667.00	1,334.00	-						
69.08	828.93	1,657.85	-						
97.32	1,167.80	2,335.60	-						
97.46	1,169.51	2,339.02	-						
120.12	1,441.49	2,882.98	-						
57.44	689.23	1,378.45	-						
114.58	1,374.92	2,749.84	-						
124.36	1,492.34	2,984.67	-						
57.49	689.86	1,379.72	-						
306.03	3,672.40	11,117.20	-						
52.01	624.11	1,248.22	-						
57.82	693.88	1,387.75	-						
146.28	1,755.34	3,510.67	-						
108.25	1,299.06	2,598.11	-						
290.07	3,480.90	6,961.79	-						
54.46	653.48	1,306.96	-						
186.84	2,242.08	4,484.15	-						
98.40	1,180.75	2,361.49	-						

104.01	1,248.11	2,496.22	-							
211.06	2,532.69	5,065.38	-							
211.15	2,533.76	4,856.37	211.15	211.15						
179.62	2,155.47	3,592.45	718.49	179.62	179.62	179.62	179.62	179.62		
145.52	1,746.22	2,764.85	727.59	145.52	145.52	145.52	145.52	145.52	145.52	
147.62	1,771.45	4,428.63	885.72	147.62	147.62					
72.89	874.73	1,312.09	437.36	72.89	72.89	72.89	72.89	72.89	72.89	72.89
218.04	2,616.46	3,924.69	1,308.23	218.04	218.04	218.04	218.04	218.04	218.04	218.04
89.90	1,078.79	1,618.18	539.39	89.90	89.90	89.90	89.90	89.90	89.90	89.90
90.62	1,087.50	1,631.24	543.75	90.62	90.62	90.62	90.62	90.62	90.62	90.62
90.23	1,082.71	2,616.55	631.58	90.23	90.23	90.23	90.23	90.23	90.23	90.23
1,978.01	23,736.08	35,604.13	35,604.13	1,978.01	1,978.01	1,978.01	1,978.01	1,978.01	1,978.01	1,978.01
105.75	1,269.02	1,797.78	740.26	105.75	105.75	105.75	105.75	105.75	105.75	105.75
621.49	7,457.90	10,565.36	4,350.44	621.49	621.49	621.49	621.49	621.49	621.49	621.49
269.64	3,235.68	4,583.88	1,887.48	269.64	269.64	269.64	269.64	269.64	269.64	269.64
72.68	872.17	1,235.57	508.77	72.68	72.68	72.68	72.68	72.68	72.68	72.68
90.06	1,080.70	1,530.99	630.41	90.06	90.06	90.06	90.06	90.06	90.06	90.06
90.06	1,080.70	1,530.99	630.41	90.06	90.06	90.06	90.06	90.06	90.06	90.06
72.68	872.17	1,235.57	508.77	72.68	72.68	72.68	72.68	72.68	72.68	72.68
90.06	1,080.70	1,440.93	720.47	90.06	90.06	90.06	90.06	90.06	90.06	90.06
105.55	1,266.65	1,688.87	844.43	105.55	105.55	105.55	105.55	105.55	105.55	105.55
210.90	2,530.80	3,374.39	1,687.20	210.90	210.90	210.90	210.90	210.90	210.90	210.90
215.26	2,583.14	3,013.66	2,152.62	215.26	215.26	215.26	215.26	215.26	215.26	215.26
192.87	2,314.41	2,507.28	2,121.54	192.87	192.87	192.87	192.87	192.87	192.87	192.87
69.82	837.81	1,885.11	2,303.94	69.82	69.82	69.82	69.82	69.82	69.82	69.82
110.78	1,329.35	1,329.35	1,329.35	110.78	110.78	110.78	110.78	110.78	110.78	110.78
218.03	2,616.41	2,180.34	3,052.48	218.03	218.03	218.03	218.03	218.03	218.03	218.03
111.23	1,334.75	1,112.29	1,557.20	111.23	111.23	111.23	111.23	111.23	111.23	111.23
108.57	1,302.88	1,085.73	1,520.03	108.57	108.57	108.57	108.57	108.57	108.57	108.57
108.43	1,301.12	975.84	1,626.40	108.43	108.43	108.43	108.43	108.43	108.43	108.43
107.80	1,293.63	970.22	1,617.04	107.80	107.80	107.80	107.80	107.80	107.80	107.80
94.70	1,136.34	757.56	1,515.12	94.70	94.70	94.70	94.70	94.70	94.70	94.70
110.29	1,323.48	772.03	1,874.92	110.29	110.29	110.29	110.29	110.29	110.29	110.29
146.02	1,752.29	438.07	3,066.50	146.02	146.02	146.02	146.02	146.02	146.02	146.02
95.45	1,145.44	286.36	2,004.51	95.45	95.45	95.45	95.45	95.45	95.45	95.45
73.34	880.08	-	1,760.15	73.34	73.34	73.34	73.34	73.34	73.34	73.34
75.94	911.23	-	1,822.45	75.94	75.94	75.94	75.94	75.94	75.94	75.94
20,547.65	246,571.77	543,245.59	83,440.26	6,641.72	6,579.85	6,432.23	6,432.23	6,252.61	6,107.09	
199.17	2,390.00	11,950.04	(0.04)							
228.33	2,740.00	13,699.98	0.04							
144.45	1,733.40	8,667.00	-							
103.33	1,240.00	5,380.00	820.00							
218.67	2,624.00	11,808.00	1,312.00							
131.17	1,454.00	6,699.00	605.88							
196.70	2,360.42	7,081.25	-							
1,211.82	14,541.82	65,450.39	2,537.88	-	-	-	-	-	-	-
227.82	2,733.80	2,733.80	-							
296.40	3,556.83	3,556.83	-							
563.39	6,760.67	20,282.00	(0.00)							
1,690.22	1,690.22	-	-				1,690.22			
1,087.61	13,051.30	26,572.63	(0.00)	-	-	-	1,690.22	-	-	-
4,672.26	56,067.10	186,890.33	93,445.17	4,672.26	4,672.26					
4,672.26	56,067.10	186,890.33	93,445.17	4,672.26	4,672.26					
4,672.26	56,067.10	186,890.33	93,445.17	4,672.26	4,672.26					
6,351.49	76,217.90	254,059.67	127,029.83	6,351.49	6,351.49					
4,672.26	56,067.10	186,890.33	93,445.17	4,672.26	4,672.26					
132.66	1,591.91	4,112.42	3,847.11	132.66	132.66	132.66	132.66	132.66	132.66	132.66
277.32	3,327.80	16,638.99	-							

5,867.37	70,408.40	-	-	5,867.37	5,867.37	5,867.37
5,867.37	70,408.40	-	-	5,867.37	5,867.37	5,867.37
8,233.35	98,800.20	-	-	8,233.35	8,233.35	8,233.35

494,950.60	5,841,841.35	13,028,514.95	10,921,692.20	393,468.32	386,129.75	352,848.53	417,910.85	413,786.40	413,588.43
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517,797.67	6,116,006.24	13,663,783.56	11,007,670.34	400,110.04	392,709.60	359,280.76	426,033.30	420,039.01	419,695.52
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(543,245.59)	(6,641.72)	(6,579.85)	(6,432.23)	(6,432.23)	(6,252.61)	(6,107.09)
(65,450.39)	-	-	-	(1,690.22)	-	-
(26,572.63)	(393,468.32)	(386,129.75)	(352,848.53)	(417,910.85)	(413,786.40)	(413,588.43)
(13,028,514.95)	(400,110.04)	(392,709.60)	(359,280.76)	(426,033.30)	(420,039.01)	(419,695.52)
(13,663,783.56)	(549,887.31)	(556,467.16)	(562,899.39)	(569,331.62)	(575,584.23)	
	(65,450.39)	(65,450.39)	(65,450.39)	(65,450.39)	(65,450.39)	
	(26,572.63)	(26,572.63)	(26,572.63)	(28,262.85)	(28,262.85)	
	(13,421,983.27)	(13,808,113.02)	(14,160,961.55)	(14,578,872.40)	(14,992,658.80)	

	July	August	September	October	November	December	FY 2023 Depreciation	Accumulated Depreciation	2024 NBV
							-	3,447.54	-
							-	3,723.31	-
							-	3,817.08	-
							-	1,864.05	(0.00)
							-	4,335.64	-
							-	2,172.10	-
							-	118,737.46	-
							-	46,137.57	-
							-	45,000.01	-
							-	2,852.01	-
							-	19,885.00	-
							-	14,750.00	-
							-	8,190.51	-
							-	4,429.80	-
							-	2,226.45	-
							-	2,226.45	-
							-	2,462.94	-
							-	2,252.35	-
							-	2,045.84	-
							-	11,973.30	-
							-	2,000.90	-
							-	4,111.25	-
							-	14,000.00	-
							-	2,000.86	-
							-	2,000.86	-
							-	3,995.38	-
							-	2,574.42	-
							-	1,840.40	-
							-	1,966.03	-
							-	9,470.57	-
							-	2,137.86	-
							-	2,012.70	-
							-	19,125.00	-
							-	1,372.97	-
							-	1,979.55	-
							-	1,334.00	-
							-	1,617.85	-
							-	2,335.60	-
							-	2,339.02	-
							-	2,882.98	-
							-	1,378.46	-
							-	2,749.84	-
							-	2,984.67	-
							-	1,379.72	-
							-	11,017.20	-
							-	1,248.22	-
							-	1,387.75	-
							-	3,510.67	-
							-	2,598.11	-
							-	6,961.79	-
							-	1,306.96	-
							-	4,484.15	-
							-	2,361.49	-

							-	2,496.22	-
							-	5,065.38	-
							211.15	5,067.52	-
							718.49	4,310.94	-
							727.59	3,492.44	-
							295.24	4,773.87	850.49
							437.36	1,749.45	-
							1,308.23	5,232.92	-
							539.39	2,157.57	-
							543.75	2,174.99	-
							631.58	3,248.13	-
90.23							23,736.08	59,340.21	11,868.04
1,978.01	1,978.01	1,978.01	1,978.01	1,978.01	1,978.01		740.26	2,538.04	-
105.75							4,350.44	14,915.80	-
621.49							1,887.48	6,471.36	-
269.64							508.77	1,744.34	-
72.68							630.41	2,161.40	-
90.06							630.41	2,161.40	-
90.06							508.77	1,744.34	-
72.68							720.47	2,161.40	-
90.06	90.06						844.43	2,533.30	-
105.55	105.55						1,687.20	5,061.59	-
210.90	210.90						2,152.62	5,166.28	-
215.26	215.26	215.26	215.26	215.26			2,121.54	4,628.82	-
192.87	192.87	192.87	192.87	192.87	192.87		837.81	2,722.92	1,466.13
69.82	69.82	69.82	69.82	69.82	69.82		1,329.35	2,658.69	-
110.78	110.78	110.78	110.78	110.78	110.78		2,616.41	4,796.75	436.07
218.03	218.03	218.03	218.03	218.03	218.03		1,334.75	2,447.03	222.46
111.23	111.23	111.23	111.23	111.23	111.23		1,302.88	2,388.61	217.15
108.57	108.57	108.57	108.57	108.57	108.57		1,301.12	2,276.96	325.28
108.43	108.43	108.43	108.43	108.43	108.43		1,293.63	2,263.85	323.41
107.80	107.80	107.80	107.80	107.80	107.80		1,136.34	1,893.90	378.78
94.70	94.70	94.70	94.70	94.70	94.70		1,323.48	2,095.50	551.45
110.29	110.29	110.29	110.29	110.29	110.29		1,752.29	2,190.36	1,314.21
146.02	146.02	146.02	146.02	146.02	146.02		1,145.44	1,431.79	859.08
95.45	95.45	95.45	95.45	95.45	95.45		806.74	806.74	953.41
73.34	73.34	73.34	73.34	73.34	73.34		835.29	835.29	987.16
75.94	75.94	75.94	75.94	75.94	75.94				
5,635.63	4,223.05	3,816.53	3,816.53	3,601.27	3,408.40		62,947.15	606,192.74	20,493.11
							-	11,950.04	(0.04)
							-	13,699.98	0.04
							-	8,667.00	-
							-	5,530.00	620.00
							-	11,800.00	1,317.00
							-	8,664.12	605.28
							-	7,081.25	-
							-	65,450.39	2,537.88
							-	2,733.80	-
							-	3,556.83	-
							-	20,282.00	(0.00)
							1,690.22	1,690.22	-
							-	26,572.63	(0.00)
							9,344.52		
							9,344.52		
							9,344.52		
							12,702.98		
							9,344.52		
132.66	132.66	132.66	132.66	132.66	132.66		1,591.91	5,704.33	2,255.20
							-	16,638.99	-

123.95	123.95	123.95	123.95	123.95	123.95	1,487.45	5,330.01	2,107.22
338.83	338.83	338.83	338.83	338.83	338.83	4,066.00	12,875.67	7,454.33
338.41	338.41	338.41	338.41	338.41	338.41	4,060.93	12,859.60	7,445.03
118.89	118.89	118.89	118.89	118.89	118.89	1,426.67	3,210.00	1,070.00
1,767.73	1,767.73	1,767.73	1,767.73	1,767.73	1,767.73	21,212.70	35,354.50	7,070.90
6,780.83	6,780.83	6,780.83	6,780.83	6,780.83	6,780.83	81,370.00	318,699.17	88,150.83
6,896.67	6,896.67	6,896.67	6,896.67	6,896.67	6,896.67	82,760.00	324,143.33	89,656.67
3,659.38	3,659.38	3,659.38	3,659.38	3,659.38	3,659.38	43,912.55	146,375.17	73,187.59
3,464.69	3,464.69	3,464.69	3,464.69	3,464.69	3,464.69	41,576.33	124,729.00	83,152.67
4,339.44	4,339.44	4,339.44	4,339.44	4,339.44	4,339.44	52,073.33	52,073.33	104,146.67
3,152.85	3,152.85	3,152.85	3,152.85	3,152.85	3,152.85	37,834.17	53,598.41	135,572.44
3,227.83	3,227.83	3,227.83	3,227.83	3,227.83	3,227.83	38,734.00	38,734.00	154,936.00
896.40	896.40	896.40	896.40	896.40	896.40	10,756.80	43,027.20	10,756.80
						-	44,217.51	(0.02)
691.63						4,841.38	41,497.52	-
1,142.87	1,142.87	1,142.87	1,142.87	1,142.87	1,142.87	13,714.39	54,857.55	13,714.39
1,369.49	1,369.49	1,369.49	1,369.49	1,369.49	1,369.49	16,433.83	64,365.84	17,803.32
						-	276,455.00	-
2,639.33	2,639.33	2,639.33	2,639.33	2,639.33	2,639.33	31,671.99	60,704.66	97,655.34
4,672.26	4,672.26	4,672.26	4,672.26	4,672.26	4,672.26	56,067.10	242,957.43	37,378.07
4,402.08	4,402.08	4,402.08	4,402.08	4,402.08	4,402.08	52,824.96	132,062.40	79,237.44
5,895.00	5,895.00	5,895.00	5,895.00	5,895.00	5,895.00	70,740.00	241,695.00	112,005.00
5,857.93	5,857.93	5,857.93	5,857.93	5,857.93	5,857.93	70,295.14	240,175.06	111,300.64
3,593.60	3,593.60	3,593.60	3,593.60	3,593.60	3,593.60	43,123.15	129,369.44	86,246.30
846.83	846.83	846.83	846.83	846.83	846.83	10,161.96	19,659.40	32,144.83
						-	3,288.64	-
						-	3,290.25	-
59.44	59.44	59.44	59.44	59.44	59.44	594.44	2,140.00	-
104.03	104.03	104.03	104.03	104.03	104.03	1,248.33	2,808.75	936.25
						-	12,412.50	-
						-	34,923.99	-
615.25	615.25	615.25	615.25	615.25	615.25	7,383.00	23,379.50	13,535.50
						-	118,240.00	-
1,690.64	1,690.64	1,690.64	1,690.64	1,690.64	1,690.64	20,287.70	87,913.37	13,525.13
3,754.70	3,754.70	3,754.70	3,754.70	3,754.70	3,754.70	45,056.35	165,206.62	60,075.13
2,130.20	2,130.20	2,130.20	2,130.20	2,130.20	2,130.20	25,562.35	93,728.62	34,083.13
2,130.20	2,130.20	2,130.20	2,130.20	2,130.20	2,130.20	25,562.35	93,728.62	34,083.13
3,754.70	3,754.70	3,754.70	3,754.70	3,754.70	3,754.70	45,056.35	165,206.62	60,075.13
1,656.04	1,656.04	1,656.04	1,656.04	1,656.04	1,656.04	19,872.48	71,209.73	28,152.69
1,891.08	1,891.08	1,891.08	1,891.08	1,891.08	1,891.08	22,692.92	81,316.28	32,148.30
						-	66,524.80	(0.00)
						-	26,263.34	0.01
						-	26,263.34	0.01
						-	2,795.17	-
						-	30,858.78	0.02
						-	25,587.97	(0.04)
						-	56,196.42	(0.02)
						-	203,369.39	(0.55)
						332.78	19,960.42	(0.11)
						2,975.49	89,264.75	-
						2,827.77	58,397.59	96.96
						134.72	2,694.45	-
						426.04	5,112.46	-
						563.80	6,765.54	0.07
						507.45	10,148.95	-
561.75	561.75	561.75	561.75	561.75	561.75	5,617.50	33,705.00	-
556.92	556.92	556.92	556.92	556.92	556.92	5,569.17	33,415.00	-
100.98	100.98	100.98	100.98	100.98	100.98	1,211.80	5,857.03	201.97
43.12	43.12	43.12	43.12	43.12	43.12	517.40	2,457.65	129.35
573.07	573.07	573.07	573.07	573.07	573.07	6,876.89	30,946.01	3,438.45
248.33	248.33	248.33	248.33	248.33	248.33	2,979.95	13,161.45	1,738.30

321.00	321.00	321.00	321.00	321.00	321.00	3,852.00	16,371.00	2,889.00
802.00	802.00	802.00	802.00	802.00	802.00	9,623.98	36,089.93	12,029.98
870.41	870.41	870.41	870.41	870.41	870.41	10,444.91	40,038.83	12,185.73
						584.86	7,018.35	-
553.17	553.17	553.17	553.17	553.17	553.17	6,638.07	24,339.58	8,850.75
553.17	553.17	553.17	553.17	553.17	553.17	6,638.07	24,339.58	8,850.75
564.37	564.37	564.37	564.37	564.37	564.37	6,772.46	23,139.23	10,723.06
1,611.92	1,611.92	1,611.92	1,611.92	1,611.92	1,611.92	19,342.99	67,700.48	29,014.49
1,011.08	1,011.08	1,011.08	1,011.08	1,011.08	1,011.08	12,133.00	42,465.49	18,199.49
360.03	360.03	360.03	360.03	360.03	360.03	4,320.38	14,401.25	7,200.63
433.44	433.44	433.44	433.44	433.44	433.44	5,201.27	16,904.13	9,102.22
971.04	971.04	971.04	971.04	971.04	971.04	11,652.49	37,870.58	20,391.85
182.61	182.61	182.61	182.61	182.61	182.61	2,191.36	6,026.24	4,930.56
158.36	158.36	158.36	158.36	158.36	158.36	1,900.32	5,225.88	4,275.72
72.50	72.50	72.50	72.50	72.50	72.50	870.00	2,247.50	362.50
268.90	268.90	268.90	268.90	268.90	268.90	3,226.80	6,184.70	3,495.59
281.38	281.38	281.38	281.38	281.38	281.38	3,376.56	6,471.75	3,657.94
127.84	127.84	127.84	127.84	127.84	127.84	1,534.08	2,940.31	1,661.95
236.23	236.23	236.23	236.23	236.23	236.23	2,834.79	5,197.11	3,307.25
182.13	182.13	182.13	182.13	182.13	182.13	2,185.56	4,188.99	2,367.83
288.44	288.44	288.44	288.44	288.44	288.44	3,461.29	6,634.13	3,749.87
111.26	111.26	111.26	111.26	111.26	111.26	1,335.12	2,558.97	1,446.38
646.96	646.96	646.96	646.96	646.96	646.96	7,763.56	14,233.20	9,057.49
157.62	157.62	157.62	157.62	157.62	157.62	1,891.40	2,994.72	2,679.49
436.23	436.23	436.23	436.23	436.23	436.23	5,234.80	8,288.43	7,415.96
479.18	479.18	479.18	479.18	479.18	479.18	5,750.19	7,666.92	9,583.66
88.33	88.33	88.33	88.33	88.33	88.33	1,060.00	1,413.33	1,766.67
215.31	215.31	215.31	215.31	215.31	215.31	2,583.69	3,444.92	4,306.16
166.57	166.57	166.57	166.57	166.57	166.57	1,998.83	2,665.11	3,331.39
863.13	863.13	863.13	863.13	863.13	863.13	10,357.60	46,609.20	5,178.80
137.97	137.97	137.97	137.97	137.97	137.97	1,655.64	7,588.33	689.85
102.20	102.20	102.20	102.20	102.20	102.20	1,226.43	5,416.75	715.42
116.31	116.31	116.31	116.31	116.31	116.31	1,395.71	4,768.67	2,209.87
						-	228,445.00	-
						-	306,454.68	(0.01)
						4,908.97	294,549.80	0.20
						16,033.50	320,670.00	-
5,604.54	5,604.54	5,604.54	5,604.54	5,604.54	5,604.54	67,254.52	285,831.71	50,440.89
6,820.34	6,820.34	6,820.34	6,820.34	6,820.34	6,820.34	81,844.09	320,556.01	88,664.43
6,382.17	6,382.17	6,382.17	6,382.17	6,382.17	6,382.17	76,586.05	261,669.01	121,261.25
7,062.65	7,062.65	7,062.65	7,062.65	7,062.65	7,062.65	84,751.80	105,939.75	317,819.24
						-	2,193.50	-
						-	5,195.76	-
						-	4,280.00	-
						-	13,610.80	(0.04)
						-	2,183.25	-
						-	2,289.75	-
						-	7,689.02	-
						-	8,089.93	-
						-	3,370.50	-
						-	4,199.75	-
						-	2,156.63	-
204.19	204.19	204.19	204.19	204.19	204.19	2,450.30	10,413.78	1,837.73
84.75	84.75					678.00	3,051.00	-
83.22	83.22					665.78	2,996.00	-
82.48	82.48					659.83	2,969.25	-
100.35	100.35	100.35	100.35	100.35	100.35	1,204.18	3,010.45	3,010.45
148.46	148.46	148.46	148.46	148.46	148.46	1,781.55	4,305.41	1,039.24
103.54	103.54	103.54	103.54	103.54	103.54	1,035.42	3,727.50	-
56.14	56.14	56.14	56.14	56.14	56.14	673.71	1,852.69	168.43
90.62	90.62	90.62	90.62	90.62	90.62	1,087.48	2,356.20	906.23
98.75	98.75	98.75	98.75	98.75	98.75	1,185.02	3,357.57	2,567.55

5,867.37	5,867.37	5,867.37	5,867.37	5,867.37	5,867.37	52,806.30	52,806.30	299,235.70
5,867.37	5,867.37	5,867.37	5,867.37	5,867.37	5,867.37	52,806.30	52,806.30	299,235.70
8,233.35	8,233.35	8,233.35	8,233.35	8,233.35	8,233.35	74,100.15	74,100.15	419,900.85
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-
						-	-	-

409,378.35	406,692.44	397,785.24	394,050.76	389,915.75	389,620.02	4,715,093.78	16,075,651.92	6,868,654.23
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415,013.98	410,915.48	401,601.77	397,867.30	393,517.02	393,028.42	4,778,040.94	16,773,867.68	6,891,685.22
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(5,635.63)	(4,223.05)	(3,816.53)	(3,816.53)	(3,601.27)	(3,408.40)			
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(409,378.35)	(406,692.44)	(397,785.24)	(394,050.76)	(389,915.75)	(389,620.02)			
(415,013.98)	(410,915.48)	(401,601.77)	(397,867.30)	(393,517.02)	(393,028.42)			

Schedule 1.1(b)

Vehicles

1. See attached.

Asset	Vendor	Vendor #	Purchase Date	Expiration	Turn In	Description	Location	Model Year	Serial Number
Leased Vehicles									
PU0283	GT Leasing	2090051		2/1/2026	Turning in for PU383	1500 Crew Cab LTZ	GA	2020	1GCUYGED3LZ109910
PU0284	GT Leasing	2090071		2/1/2026		1500 Reg Cab WT	GA	2020	3GCNYAEF1LG138308
PU0286	GT Leasing	2090081		2/1/2026		1500 Crew Cab	FL	2020	1GCUYDED1LZ110326
PU0292	GT Leasing	209028		6/1/2023		1500 Dble Cat WT	FL	2020	1GCRYAEF1LZ269059
PU0301	GT Leasing	219002		10/1/2023		1500 Silverado LT	FL	2020	1GCUYDED1LZ236489
PU0303	GT Leasing	219009		11/1/2023		1500 Siverado Dble Cab	GA	2019	1GCRYAEF1KZ349282
PU0305	GT Leasing	219015		12/1/2023		1500 Crew Cab LT	FL	2021	3GCUYDED6MG114762
PU0306	GT Leasing	219029		2/1/2024		C2500 Crew Cab Service Body	GA	2020	1GC1YLE70LF305116
PU0307	GT Leasing	219028		2/1/2024		C2500 Crew Cab Service Body	FL	2020	1GC1YLE74LF305460
PU0308	GT Leasing	219042		4/1/2024		C2500 Service Body	FL	2021	1GB1YLE7XMF192653
PU0309	GT Leasing	219044		4/1/2024		Colorado	FL	2021	1GCGTEN2M1234341
PU0310	GT Leasing	219045		4/1/2024		2500 Crew Cab	GA	2021	1GC4YME73MF217276
PU0311	GT Leasing	219047		5/1/2024		F250 Crew Cab	GA	2021	1FT8W2BT3MEC03719
PU0312	GT Leasing	219049		6/1/2024		1500 Crew Cab Diesel	FL	2021	3GCUYEET5MG261250
PU0313	GT Leasing	219050		6/1/2024		1500 Crew Cab	GA	2021	3GCUYEED7MG225827
PU0314	GT Leasing	219048		6/1/2024		1500 Crew Cab	GA	2021	3GCUYEED3MG264138
PU0315	GT Leasing	219051		6/1/2024		2500 Custom Crew Cab	GA	2021	1GC4YME78MF227835
PU0316	GT Leasing	219053		6/1/2024		1500 Trail Boss	GA	2021	1GCPYFED4M2Z*93151
PU0317	GT Leasing	219052		6/1/2024		2500 Custom Crew Cab	GA	2021	1GC4YME74MF232997
PU0318	GT Leasing	219058		7/1/2024		1500 Reg Cab WT	GA	2021	3GCNYAEF6MG353278
PU0319	GT Leasing	210959		7/1/2024		1500 Reg Cab WT	GA	2021	3GCNYAEF9MG348012
PU0320	GT Leasing	219062		7/1/2024		2500 Crew Cab Custom	FL	2021	1GC4YME76MF232905
PU0321	GT Leasing	219068		7/1/2024		1500 WT	GA	2021	3GCNYAEFXMG352456
PU0322	GT Leasing	219065		7/1/2024		2500 Crew Cab Custom	FL	2021	1GC4YME75MF299401
PU0324	GT Leasing	219073		8/1/2024		2500 Crew Cab Custom	GA	2021	1GC4YME78MF312030
PU0325	GT Leasing	219072		8/1/2024		2500 Reg Cab Mechnic Body	GA	2021	1GC3YLE79MF218261
PU0326	GT Leasing	219066		8/1/2024		1500 Dble Cab WT	GA	2021	1GCRYAEF8MZ338976
PU0327	GT Leasing	219070		8/1/2024		1500 Dble Cab WT	GA	2021	1GCRYAEFXMZ338364
PU0328	GT Leasing	219071		8/1/2024		1500 Dble Cab WT	GA	2021	1GCRYAEF5MZ339535
PU0329	GT Leasing	219081		9/1/2024		2500 Dble Cab Custom	FL	2021	1GC4YME78NF102626
PU0330	GT Leasing	219084		10/1/2024		2500 Dble Cab Custom	FL	2022	1GC4YME7XNF108640
PU0331	GT Leasing	219088		10/1/2024		1500 Reg Cab WT	GA	2021	3GCNYAEFXMG351064
PU0332	GT Leasing	229004		11/1/2024		2500 CC Utility Body	FL	2021	1GB1YLE74MF218597
PU0333	GT Leasing	229020		2/1/2025		2500 Crew Cab Custom	GA	2022	1GC4YME73NF177363
PU0334	GT Leasing	229019		2/1/2025		2500 Crew Cab Custom	GA	2022	1GC4YME70NF177465
PU0335	GT Leasing	229024		3/1/2025		2500 Crew Cab Service Boday	GA	2022	1GC4YLE77NF178820
PU0336	GT Leasing	229027		4/1/2025		1500 Crew Cab LT	GA	2022	1GCUYDED0NZ186557
PU0337	GT Leasing	229028		4/1/2025		1500 Crew Cab WT	FL	2022	1GCUYAE6NZ208124

PU0338	GT Leasing	229031	5/1/2025	1500 Crew Cab WT	GA	2022	1GCUYAED6NZ222525
PU0339	GT Leasing	229026	5/1/2025	2500 Crew Cab Custom	GA	2022	2GC4YME78N1211367
PU0340	GT Leasing	229033	6/1/2025	1500 Crew Cab LTZ	FL	2022	1GCUYGED0NZ193445
PU0341	GT Leasing	229043	7/1/2025	1500 Dble Cab WT	GA	2022	1GCRDAED3NZ516708
PU0342	GT Leasing	229041	7/1/2025	1500 Crew Cab LTZ	GA	2022	1GCUDGED8NZ517401
PU0343	GT Leasing	229047	9/1/2025	2500 Crew Cab Custom	GA	2022	2GC4YME74N1236637
PU0344	GT Leasing	229048	9/1/2025	2500 Crew Cab Custom	FL	2022	2GC4YME7XN1236643
PU0345	GT Leasing	229049	9/1/2025	1500 Dble Cab Custom	GA	2022	1GCRDAED3NZ582742
PU0346	GT Leasing	229050	10/1/2025	2500 Crew Cab Custom	GA	2022	2GC4YME75N1236632
PU0347	GT Leasing	239003	11/1/2025	1500 Double Cab	GA	2022	1GCRDAED6NZ582718
PU0348	GT Leasing	239002	11/1/2025	1500 Double Cab	FL	2022	1GCRDAED5NZ582886
PU0349	GT Leasing	239004	11/1/2025	1500 Double Cab	GA	2022	1GCRDAED7NZ598291
PU0350	GT Leasing	239011	1/1/2026	2500 Crew Cab Custom	FL	2022	2GC4YME71N1242931
PU0351	GT Leasing	239015	1/1/2026	2500 Crew Cab Custom	GA	2023	1GC4YME77PF179622
PU0352	GT Leasing	239014	1/1/2026	2500 Crew Cab Custom	GA	2023	1GC4YME75PF179280
PU0353	GT Leasing	239013	1/1/2026	1500 Crew Cab Custom LTZ	GA	2022	2GCUDGED4N1513676
PU0354	GT Leasing	239016	1/1/2026	2500 Crew Cab Custom	FL	2023	2GC4YME79P1701142
PU0355	GT Leasing	239018	1/1/2026	1500 Double Cab WT	FL	2023	1GCRDAED0PZ150600
PU0356	GT Leasing	239017	1/1/2026	2500 Crew Cab WT	GA	2023	1GC1YLE77PF118770
PU0357	GT Leasing	239021	2/1/2026	1500 Crew Cab WT	FL	2023	2GCUDAED3N1512743
PU0358	GT Leasing	239022	2/1/2026	2500 Crew Cab WT Service Body	FL	2023	1GC4YLE78PF169191
PU0359	GT Leasing	239041	4/1/2026	1500 Double Cab	FL	2023	1GCRDAED5PZ151421
PU0360	GT Leasing	236574	7/1/2026	2500 Crew Cab	FL	2023	1GC4TME79RF115553
PU0361	GT Leasing	236559	7/1/2026	2500 Crew Cab	FL	2023	1GC1YLE78PF261629
PU0362	GT Leasing	236569	7/1/2026	2500 Crew Cab	FL	2023	1GC1YLE73PF261635
PU0363	GT Leasing	236582	8/1/2026	1500 Double Cab	GA	2023	1GCRDAED3PZ300313
PU0364	GT Leasing	236592	8/1/2026	2500 Crew Cab	GA	2024	2GC4YME70R1115349
PU0365	GT Leasing	236591	8/1/2026	2500 Crew Cab	GA	2024	2GC4YME70R1115366
PU0366	GT Leasing	236596	10/1/2026	2500 Crew Cab	GA	2024	1GC1YLE78RF161033
PU0367	GT Leasing	236593	10/1/2026	2500 Crew Cab	GA	2024	1GC1YLE77RF137936
PU0369	GT Leasing	236600	10/1/2026	2500 Crew Cab	GA	2023	1GC1YLE7XPF235565
PU0370	GT Leasing	236602	10/1/2026	1500 Crew Cab	GA	2023	3GCUDEDED6PG293501
PU0371	GT Leasing	246502	11/1/2026	1500 Crew Cab	FL	2023	3GCUDEDED1PG293499
PU0372	GT Leasing	246509	11/1/2026	2500 Crew Cab	GA	2023	1GC1YLE73PF235651
PU0373	GT Leasing	246517	12/1/2026	2500 Crew Cab	GA	2024	1GC4YLE72RF137940
PU0374	GT Leasing	246518	12/1/2026	2500 Crew Cab	GA	2024	1GB1YLE77RF203924
PU0375	GT Leasing	246525	12/1/2026	1500 Crew Cab LT	FL	2024	2GCUDEDED5R1145738
PU0376	GT Leasing	246536	1/1/2027	1500 Crew Cab LT	GA	2024	2GCODDED9R1145872
PU0377	GT Leasing	246539	1/1/2027	1500 Crew Cab LT	FL	2024	2GCUDEDED2R1161461
PU0378	GT Leasing	246544	2/1/2027	1500 Crew Cab WT	FL	2024	1GCRDAEDXRZ181405
PU0379	GT Leasing	246548	2/1/2027	1500 Crew Cab WT	GA	2024	1GCRDAED2RZ148334
PU0380	GT Leasing	246557	3/1/2027	2500 Crew Cab WT	GA	2024	2GC1YLE71R1123117
PU0381	GT Leasing	246558	3/1/2027	2500 Crew Cab WT	FL	2024	1GC4YLE76RF296167

PU0382	GT Leasing	246562	4/1/2027	2500 Crew Cab WT	FL	2024	1GB1YLE72RF257812
PU0383	GT Leasing	246571	4/1/2027	1500 Crew Cab LTZ	GA	2024	2GCUJGED6R1145054
PU0384	GT Leasing	246572	4/1/2027	1500 Crew Cab LT	FL	2024	2GCUJDED4R1161588
PU0385	GT Leasing	246573	4/1/2027	1500 Dbl Cab		2024	1GCRDAED3RZ154868
SUV003	GT Leasing	229052	10/1/2025	Ford Explorer - Limited	GA	2022	1FMSK7FH8NGB99818
SUV002	GT Leasing	229032	5/1/2025	Ford Bronco	FL	2022	1FMEE5DP9NLA95851

Excluded Leases - Robert Baker

PU0368	GT Leasing	236598	9/1/2026	BISON/ZR2/CC	FL	2024	3GCUJHEL7PG254950
SUV004	GT Leasing	246519	12/1/2026	Ford Bronco - Raptor	FL	2023	1FMEE5JR4PLB79696

Owned Vehicles

PU0275	GT Leasing	1990721	3/24	Purchased	1500 Double Cab	FL	2019	1GCRYAEFKZ268507
PU0279	GT Leasing	1990991	3/24	Purchased	2500 Crew Cab Utility Body	GA	2019	1GC1KREG3KF279453
PU0. 050			11/2/2022		2018 Chevy Single Cab	GA	2018	1GCNKNEC7JZ101050
PU0. 260			11/1/2023		2019 Chevy Pickup	GA	2019	1GCVKNEC0JZ285408
VN0. 001			6/28/2018		2015 Chevy 12 Passenger Van	GA	2015	1GAWGRFG4F1273095
ST0. 001			5/30/2018		Kenworth Service Truck	FL	2018	2NKHHJ7X7KM245385
ST0. 002			2/27/2019		Peterbuilt 2k GL Fuel/Service Truck	GA	2019	2NP3LJ0X8KM264542
ST0. 003			7/29/2021		2022 Peterbuilt 3k GI Fuel Truck	GA	2022	2NP3LJ0XXNM672447
TT0. 001			9/15/2021		2022 Peterbuilt Low Boy Tractor	GA	2022	1XPXP4EXXND788436
WT0. 002			12/29/2017		F750 2K Water Truck	GA		1FDXF7DCXGDA03108
WT0. 006			9/23/2020		Freightliner Water Truck	GA		1FVHCYFC8KHKS8816

Schedule 1.1(c)

Assumed Contracts

1. Supplemental Agreement, dated June 21, 2018, by and between G. Philip Morgan III, G. Philip Morgan IV, Winnifred Morgan Yates, Herry S. Morgan, Samuel H. Morgan, Samuel Dyer, trustee of testamentary trust established under Last Will and Testament of Holley Peters Dyer, deceased, Bernice Morgan Kuhn, Valeria Morgan Family Properties, II, LLC, Savannah Green I Owner, LLC, Savannah Green II Owner, LLC and the Company for the Morgan/Blitch (Osteen)Tract Borrow Pit.
2. Declaration of Borrow Pit Agreement, dated March 18, 2020, by and between Deborah A. Oetgen and the Company and accompanying Memorandum of Agreement, dated March 18, 2020, by and between Deborah A. Oetgen and the Company for the Stagecoach Borrow Pit.
3. Declaration of Borrow Pit Agreement, dated March 4, 2019, by and between Savannah Exchange Club Fair Association, Inc. (“SECFA”) and the Company, as amended by the Second Amendment of Declaration of Borrow Pit Agreement, dated January 27, 2021, by and between SECFA and Company, and accompanying Memorandum of Agreement, dated March 4, 2019, by and between SECFA and the Company, for the Fort Argyle Road Pit.
4. Borrow Pit Agreement, dated May 23, 2018, by and between University of Georgia Foundation for the Benefit of the Warnell School of Forestry and Natural Resources (“UGA SFNR”) and the Company, as amended by the First Amendment to Borrow Pit Agreement, dated October 4, 2022, by and between UGA SFNR and Company for the Eden Plantation/Warnell Forestry Tract Pit.
5. Borrow Pit Agreement, dated May 2, 2023, by and between Mr. Clay Sikes and the Company for the 1246 Maxwellton Road Pit.
6. Master Lease Agreement (No. 11563), dated December 28, 2022, by and between First Financial Holdings, LLC dba First Financial Equipment Leasing and the Company; First Financial Equipment Leasing Equipment Schedule #11563-001, dated January 12, 2023; and First Financial Equipment Leasing Equipment Schedule #11563-002, dated January 30, 2023.
7. Value Lease Agreement, dated April 4, 2023, by and between Sissine’s Office Systems and Company.
8. Master Lease Agreement (No.1513261), dated January 31, 2023, by and between CIT Bank, a division of First Citizens Bank & Trust Company and the Company and accompanying Equipment Schedule No. 1880006, dated January 25, 2023, Equipment Schedule No. 1903245; Addendum to Equipment Schedule No. 1903245, dated June 29, 2023.

9. Construction Lease Agreement (Master), dated March 30, 2022, by and between VFS Leasing Co. and the Company.
 - a. VFS Leasing Co Customer # 7689418 Schedule #045, dated April 13, 2022.
 - b. VFS Leasing Co Customer # 7689418 Schedule #051, dated December 26, 2022.
 - c. VFS Leasing Co Customer # 7689418 Schedule #052, dated December 27, 2022.
 - d. VFS Leasing Co Customer # 7689418 Schedule #053, dated March 7, 2023.
 - e. VFS Leasing Co Customer # 7689418 Schedule #054, dated March 25, 2023.
 - f. VFS Leasing Co Customer # 7689418 Schedule #056, dated May 22, 2023.
 - g. VFS Leasing Co Customer # 7689418 Schedule #057, dated November 29, 2023.
 - h. VFS Leasing Co Customer # 7689418 Schedule #058, dated December 15, 2023.
10. Order Q-421362, by and between ViewPoint and the Company for the following subscription: two Trimble Construction One Vista (CUL) + Viewpoint Analytics; Order Q-398900, by and between ViewPoint and the Company for the following subscriptions: (1) Trimble Construction One Viewpoint Team, (2) Viewpoint Financial Controls (SaaS), (3) Viewpoint Field Management (SaaS), (4) Vista VPN and (5) Trimble Construction One Vista (CUI) + Field User.
11. Master Equipment Lease Agreement, dated April 18, 2019, by and between Komatsu Financial Limited Partnership and the Company.
 - a. Schedule No. 94, dated May 28, 2023.
 - b. Schedule No. 95, dated May 28, 2023.
 - c. Schedule No. 96, dated May 28, 2023.
 - d. Schedule No. 97, dated May 28, 2023.
 - e. Schedule No. 98, dated May 28, 2023.
 - f. Schedule No. 99, dated May 28, 2023.
 - g. Schedule No. 100, dated May 28, 2023.
 - h. Schedule No. 101, dated May 28, 2023.
 - i. Schedule No. 102, dated June 28, 2023.
 - j. Schedule No. 103, dated June 28, 2023.

- k. Schedule No. 104, dated July 28, 2023.
 - l. Schedule No. 105, dated July 28, 2023.
 - m. Schedule No. 106, dated July 28, 2023.
 - n. Schedule No. 107, dated July 28, 2023.
 - o. Schedule No. 108, dated July 28, 2023.
 - p. Schedule No. 109, dated July 28, 2023.
 - q. Schedule No. 110, dated July 28, 2023.
 - r. Schedule No. 111, dated July 28, 2023.
 - s. Schedule No. 112, dated July 28, 2023.
12. Close End Lease Agreement, dated August 9, 2016, by and between GT Leasing, Inc. and the Company.
 13. Tractor & Equipment Company Security Agreement – Conditional Sales Contract, dated March 31, 2024, by and between the Company and Tractor & Equipment Company for Komatsu PC360LC-11: A40102, A40082, A40086, A40080, A40094, A40100, A40084, A40049, A40041, A40039.
 14. Tractor & Equipment Company Security Agreement – Conditional Sales Contract, by and between Tractor & Equipment Company and the Company for Komatsu PC490LC-11 SN A43908.
 15. Tractor & Equipment Company Security Agreement – Conditional Sales Contract, dated March 31, 2024, by and between Tractor & Equipment Company and the Company for Komatsu PC490LC-11 SN A38906.
 16. Subcontract Agreement No. SMC-025-S, dated April 7, 2020, by and between Savannah Mobility Contractors, JV and the Company. (Job 20005)
 17. Subcontract Agreement No. 21465002, dated July 6, 2021, by and between Samet Corporation and the Company. (Job 21008/21014)
 18. Subcontract Agreement No. 20590004, dated July 6, 2021, by and between Samet Corporation and the Company. (Job 21008/21014)
 19. Standard Form of Agreement Between Owner and Contractor, dated December 2, 2021, by and between Cheswick and the Company, for Cheswick South (Phases I and II). (Job 22001)

20. Standard Form of Agreement Between Owner and Contractor, dated January __ 2022, by and between Dream Finders Homes, LLC and the Company for Wilford Preserve Phase IV. (Job 22021)
21. Site Contractor Agreement, dated March 2, 2022, by and between Mattamy Jacksonville, LLC and the Company for the Veterans Parkway Extension (Mattamy Portion). (Job 22010)
22. Subcontract Agreement No. A512-1002, dated June 8, 2022, by and between ARCO Design/Build, LLC and the Company for the A512 – NFI Savannah North Building A, Port Wentworth, GA project. (Job 22022/22023)
23. Subcontract Agreement No. A513-1002, dated June 8, 2022, by and between ARCO Design/Build, LLC and the Company, for the A513 – NFI Savannah Building B, Port Wentworth, GA project. (Job 22022/22023)
24. Purchase Order, dated March 21, 2024, by and between Republic Services Procurement, Inc. and the Company, for the 3020 Baker Cell 10B Construction. (Job 22024)
25. Subcontract Agreement No. 222778-11, dated August 16, 2022, by and between Evans General Contractors, LLC and the Company. (Job 22026)
26. Subcontract Agreement No. 222776-03, dated November 21, 2022, by and between Evans General Contractors, LLC and the Company for Project Komar. (Job 22029)
27. Subcontract No. 295-252, dated December 20, 2022, by and between E.E. Reed Construction – East coast, LLC and the Company for Central Port Logistics Center – Building 1 (#295). (Job 22032)
28. Master Construction Agreement No. 22-MCA-BAK-17610, dated March 3, 2023, by and between St. Johns County and the Company for Bid No. 23-35 Longleaf Pine Parkway Widening. (Job 23008)
29. Subcontract No. 4036-0001-SC, dated March 7, 2023, by and between Caddell Construction Co., LLC and the Company for Dorchester Commerce Park Building I. (Job 23009)
30. Subcontract No. 4033-0001-SC, dated March 7, 2023, by and between Caddell Construction Co., LLC and the Company for Dorchester Commerce Park Buildings II and III. (Job 23010)
31. Subcontract Agreement No. 232808-13, dated April 10, 2023, by and between Evans General Contractors, LLC and the Company for Central Logistics Center Building 11B. (Job 23013)
32. Subcontract Agreement No. A1021-1000, dated May 2, 2023, by and between ARCO Design/Build LLC and the Company for A1021-JAX Phase II, Jacksonville, FL. (Job 23014)

33. Contract Agreement dated May 17, 2023, by and between Georgia Kaolin Terminal, Inc. and the Company for 16 Foundation Drive, Savannah, GA 31408. (Job 23015)
34. Subcontract dated June 15, 2023, by and between J.E. Dunn Construction Company and the Company for Southeast Toyota Jaxport Facility Blount Island Marine Terminal. (Job 23016/23023)
35. Form of Agreement dated June 6, 2023, by and between Jacksonville Aviation Authority and the Company for the Jacksonville International Airport Airfield Wetland Mitigation JAA Project J2019-07, Contract C-865. (Job 23017)
36. Subcontract No. 23305-0001, dated November 15, 2023, by and between The Conlan Company and the Company for the Imeson Port Center – Early Clearing. (Job 23020)
37. Master Subcontractor Agreement dated September 18, 2023, by and between DSI South and the Company; DSI South Project Memorandum dated September 20, 2023, by and between DSI South LLC and the Company for Jacksonville Cold Storage. (Job 23021)
38. Subcontract Agreement No. 232833-08, dated September 20, 2023, by and between Evans General Contractors, LLC and the Company for the Project Rock N Roll. (Job 23024)
39. Standard Form of Agreement Between Owner and Contractor, Contract No. 2302-1136, dated December 8, 2023, by and between Georgia Ports Authority and the Company for the State Route 25 Roundabout Garden City Terminal. (Job 23025)
40. Abbreviated Form of Agreement Between Owner and Contractor, dated January 30, 2024, by and between MDH F2 SAV Beltway, LLC and the Company for the Savannah Access Road project. (Job 24001)
41. Subcontract No. 24107-0001, dated February 26, 2024, by and between the Conlan Company and the Company for the Savannah Interchange Park 95 Spine Road project. (Job 24005)
42. Agreement between Owner and Contractor, dated September 21, 2023, by and between Jacksonville Port Authority and the Company for Contract No. C-1772A Project No. B2021.01 SSA Jacksonville Container Terminal Phase 8 Blount Island Marine Terminal. (Job 23019)
43. Form of Agreement, dated January 10, 2024 by and between Jacksonville Aviation Authority and the Company for the Jacksonville International Airport Economy Lot 1 Parking Modifications JAA Project J2020-02, Contract C-878. (Job 24004)
44. Standard Form of Agreement Between Owner and Contractor, dated March 27, 2024, by and between Georgia Ports Authority and the Company, for the Ocean Terminal Container Expansion Phase 3 Contract Number 2103-1060B.

45. Subcontract Agreement No. 212686-11, dated October 4, 2021, by and between Evans General Contractors, LLC and the Company for the Georgia Steamship Terminal Redevelopment. (Job 21025)
46. Abbreviated Form of Agreement Between Owner and Contractor, dated September 2, 2022, by and between Central Port Partners, LLC and the Company for the Central Port Logistics Center Building I. (Job 22028)
47. Subcontractor Agreement dated October 7, 2022, by and between Ashridge, Inc and the Company for Jones – Oysterbed Island Dike Raising and Weir Improvements. (Job 23005)
48. Standard Form of Agreement between Owner and Contractor, Bond # 20BCSİL7025, dated March 10, 2021, by and between Savannah Economic Development Authority and the Company. (Job 21003)
49. Subcontract Agreement No. 242892-11, dated March 7, 2024, by and between Evans General Contractors, LLC and the Company for the JIIW Building A Shell Improvements. (Job 24006)
50. Subcontract Agreement No. SAV101-1000, dated March 4, 2024, by and between ARCO Design/Build LLC and the Company for Industrial Park Spine Road and Utilities, Rincon, GA. (Job 24003)
51. Lease Agreement, dated December 18, 2018, by and between St. Johns Properties LLC and the Company, as amended by that certain Amendment to Lease, dated August __, 2022, by and between St. Johns Properties, LLC and Baker Constructors Inc. for the premises located at 1275 County Road 210 West, Jacksonville, FL 32359.
52. Kudzu Staffing, Inc Agreement, undated, by and between Kudzu Staffing, Inc. and the Company.
53. Purge Service Agreement, dated February 5, 2019, by and between Stericycle Inc., on behalf of itself and its subsidiary Shred-it USA LLC and the Company.
54. Commercial Pest Control Agreement, dated January 30, 2019, by and between Yates Astro Pest Control and the Company.
55. Lease Agreement, undated, by and between Pitney Bowes and the Company.
56. Maintenance Agreement, dated June 1, 2022, by and between ABR Digital Office Solutions and the Company.
57. Equipment Lease Agreement, dated June 16, 2022, by and between Alford Leasing Company and the Company.
58. Value Lease Agreement, dated April 27, 2023, by and between Sissine's Office Systems and Company.

59. Master Services Agreement, dated October 12, 2021, by and between Hargray of Georgia, Inc. and the Company.

60. Open Bonds

Bond Number	Project Name	Obligee
20BCSID9059	Eagle Landing Phase 6, Section 2 Infrastructure Improvements	South Village Community Development District
20BCSID9070	I-16 at I-95 Interchange Reconstruction & I-16 Widening	Savannah Mobility Contractors JV
20BCSIL7032	Sunport 95-Bldg 2, Pooler, GA	Evans General Contractors, LLC
20BCSIL7033	Sunport 95-Bldg 1, Pooler, GA	Evans General Contractors, LLC
20BCSIL7034	Woodfield Savannah Harbor-Sitework	Samet Corporation
20BCSIL7035	Savannah Harbor Master Development-Sitework	Samet Corporation
20BCSIL7038	Cheswick South (Ph I & II) Clay County, FL	Dream Finders Homes, LLC
20BCSIL7039	Wilford Preserve (Ph IV), Clay County, FL	Dream Finders Homes, LLC
20BCSIL7041	GPA - Georgia Steamship Terminal Redevelopment	Evans General Contractors
20BCSIL7045	RBW Grainger, Demo, Earthwork, Utilities, Site Concrete, Pavement Markings	Evans General Contractors, LLC
20BCSIU7371	TPA Grainger - Parcel A Bloomingdale, GA Earthwork, Demo et al	Evans General Contractors, LLC
20BCSIU7374	Earthwork JI Interstate West Bldg A	Evans General Contractors, LLC
20BCSIU7380	J1 Interstate West Building B	Evans General Contractors, LLC
20BCSIU7381	Saddle Oaks, Jacksonville, FL	Lennar Homes, LLC
20BCSIU7382	Memorial Blvd East Avenue Road Landscape Maintenance/Warranty	City of Pooler
20BCSIU7383	Water Dist & Sanitary Sewer Maint/Warranty Bond	City of Pooler
20BCSIU7384	Project Komar	Evans General Contractors, LLC
20BCSIU7387	Subdivision Landscape Maint & Warr Bond - New Office Morgan Lakes	City of Pooler
20BCSIU7390	23-35; Longleaf Pine Parkway Widening	St. Johns County, Florida
20BCSIU7391	Jones-Oysterbed Island Dike Raising & Weir Improvements	Ashridge, Inc.
20BCSIU7392	MOBIS Savannah PE System Plant Project	Hyundai ENG America, Inc.
20BCSIU7393	Dorchester Commerce Park I	Caddell Construction Company, LLC
20BCSIU7394	Dorchester Commerce Park II & III	Caddell Construction Company, LLC
20BCSIU7395	Central Port Logistics Center Building 11B	Evans General Contractors, LLC
20BCSIU7396	Airfield Wetland Mitigation	Jacksonville Aviation Authority
20BCSIU7399	SSA Jackville Cont Term Ph 8	Jacksonville Aviation Authority
20BCSJB8479	LGES-HMC JV EV Battery Plant Project	Hyundai ENG America, Inc.
20BCSJB8480	Advance Payment Bond	Hyundai ENG America, Inc.
20BCSJB8481	Project Rock N Roll Logistics	Evans General Contractors, LLC
20BCSJB8485	State Route 25 Roundabout	Ga Port Authority
20BCSJB8486	JAA, J2020-02 C-878 Economy Lot 1 Prk Modifications	Jacksonville Aviation Authority
20BSBHR0345		GA Dept of Natural Res Epf
20BSBHR0348		GA Dept of Natural Res Epf
20BSBHR0352		GDOT
20BSBHR0351		GA, Dept of Natural Resource
20BSBIM4438		GA, Dept of Natural Resource

20BSBHR0350		GA, Dept of Natural Resource
20BSBHR0357		City of Jacksonville, FL
20BCSJB8488	Ocean Terminal Container Expansion Phase 3	Georgia Ports Authority

Schedule 1.2(h)

Other Excluded Assets

1. Electronic equipment used by Robert Baker and some of the employees who will remain employed by Seller post-closing (computers, iPads & cell phones)
2. Leased Chevy ZR2 Pickup – VIN 3GCUDHEL7PG254950
3. Leased 2021 Chevrolet 1500WT Single Cab Pickup-VIN 3GCNYAEF9MG3408012
4. Leased 2023 Ford Bronco -VIN 1FMEE5JR4PLB79696
5. Kawasaki Mule-Asset #248
6. Quickbooks

Schedule 1.2(i)

Prepaid Expenses

<u>Pre-Paid Expense</u>	<u>Amount</u>
Pre-paid Jacksonville Rent	\$11,614.39
Rusty Waters Borrow Pit Deposit	\$50,000.00
Exchange Club Pit Deposit	\$50,000.00
Pit Survey Credits	\$40,768.87
Georgia Ports Job Bond	CW Matthews will be responsible for providing the Bond for the Georgia Ports Job, either by providing a replacement Bond or reimbursing Baker for any premiums actually paid.
Komatsu-May payment	\$182,970.00

Schedule 2.3(b)(i)

Seller Transaction Expenses-Funds Flow

Heritage Capital LLC

\$ 400,000.00

Schedule 2.3(b)(ii)

Closing Date Debt-Funds Flow

Lender	Account	Asset/Serial Number	Payoff Amount	Wire Instructions
1st Source	992210177179	Wirtgen Soil Stabilizer SN 11WR.0171; Wirtgen Soil Stabilizer SN 11WR.0182	1,282,181.21	Bank Name: 1st Source Bank, Routing/ABA: 071212128, Account name: Construction Equipment, Account #: 001411212214, Reference: Baker Constructors Inc 992210187106, 992210193375 and 992210177179
1st Source	992210187106	LH70 Volvo Wheel Loader SN 624848; LH70 Volvo Wheel Loader SN 624884; LH70 Volvo Wheel Loader SN 624853; LH70 Volvo Wheel Loader 624852	678,682.55	
1st Source	992210193375	A25G Water Truck & 9k Tank SN A25GV740357/54103025; A25G Water Truck & 9k Tank SN A25GV740347/54103017	168,742.23	
Total 1st Source			2,129,605.99	

Lender	Account	Asset/Serial Number	Payoff Amount	Wire Instructions
AGCO	001-0525802-000	Challenger Tractor SN CJ62EPGB274010	11,046.09	Company: AGCO Finance, ABA (routing) Number: 121000248, Account Number: 7066280, Bank Name: Wells Fargo 420 Montgomery St. San Francisco, CA 94101
CNH	246247	2021 CASE IH MAXXUM 125 SN PLEH20633; 2021 CASE TH MAXXUM 125 SN KLEH20570; 2020 CASE TH MAGNUM 200 SN ZILRL02416; 2021 CASE 1H MAGNUM 200 SN ZLRL04286	279,431.86	Citibank NA 111 Wall Street, New York, NY 10043, Account Name: CNH Industrial Capital America LLC, Account Number: 30484253, ABA#: 021000089
CAT	001-70000159	2020 CAT 930M Loader SN F5K00902;	21,347.85	Beneficiary Name: Caterpillar Financial Services Corporation Account Number: 9102469872 ABA for Wire: 021000021 Swift/BIC: CHASUS33 Bank Name: JP Morgan Chase Bank Address: JP Morgan Chase New York, NY 10017 Remittance Instructions: Baker Constructors, Inc.
CAT	001-70000157	2020 CAT 930M Loader SN F5K00937	21,347.85	
CAT	001-70004149	815F Soil Compactor SN BYN01077; M2106 Freightliner Water Truck SN 1FVHCYFC8KHKS8816	58,944.36	
CAT	001-70002972	140-15 Motor Grader SN EB200172; CS54B Vibratory Roller SN CS501082; CS54B Vibratory Roller SN CS501084; CS54B Vibratory Roller SN	352,610.24	

Lender	Account	Asset/Serial Number	Payoff Amount	Wire Instructions
		CS501085; CS54B Vibratory Roller SN CS501083; CS54B Vibratory Roller SN CS501088		
CAT	001-70013936	CS54B Vibratory Roller SN CS501093	26,939.38	
CAT	001-70022878	CAT D6-20 Dozer SN HNK00433	107,899.67	
CAT	001-70023756	CAT D6-20 Dozer SN LF900313; CAT 306- 07CR Mini Excavator SN 6G602005	106,365.91	
CAT	001-70022875	CAT 306-07CR Mini Excavator SN 6G602283	18,122.76	
CAT	001-70023928	CAT 336-07 Excavator SN YBN10739	122,475.34	
CAT	001-70043816	CAT 150-15AWD Motor Grader SN EB400325	114,981.98	
CAT	001-70027860	CAT 336-07 Excavator SN YBN20135	136,576.04	
CAT	001-70044317	CAT 930M Loader SN F5K01751	89,069.01	
CAT	001-70054775	CAT 930M Loader SN F5K01753	89,069.01	
CAT	001-70124251	140-15 Cat Motor Grader SN EB200814	393,637.98	
Total Cat Financial			1,659,387.38	

Lender	Account	Asset/Serial Number	Payoff Amount	Wire Instructions
Signature	119414003	Volvo A30G - Cement Sprcader Conversion SN A30GV740327	72,716.19	Flagstar Bank, 100 Duffy Ave, Hicksville, NY 11801 ABA# 026013576 Beneficiary: Flagstar Financial & Leasing, LLC Account: 1110000584, Further Credit: 119414003, 119414004, 119414005, 119414007, 119414008
Signature	119414004	John Deere 6145R Tractor SN 1RW6145RKJA033412; John Deere 6145R Tractor SN 1RW6145RCGR026028; Durabuilt LSHD12 SN 4412; Frontier LL12 Box Scraper SN 1XFLL12XAJ0100451	45,895.46	
Signature	119414005	Fontaine Magnitude 55H LowBoy Trailer SN 57JE52300N35A0807	7,098.38	
Signature	119414007	CAT 815K Compactor Roller SN MBB00331; CAT RM400 Mixer SN Z4M00110; CAT 930M Loader SN F5K01979	646,971.47	
Signature	119414008	Hamm H10ip Padfoot Roller SN H284.0426; Hamm H10ip Padfoot Roller SN H284.0492; Hamm H10ip Smooth Drum Roller SN H284.0434; Hamm H10ip Smooth Drum Roller SN H284.0303; Hamm H10ip	646,149.55	

Lender	Account	Asset/Serial Number	Payoff Amount	Wire Instructions
		Smooth Drum Roller SN H284.0528; Hamm H10ip Smooth Drum Roller SN H284.0454; Hamm H10ip Smooth Drum Roller SN H284.0447; Hamm H10ip Smooth Drum Roller SN H284.0230		
Total Signature Financial			1,418,831.05	
Wells	001-0007978-000	2022 Peterbuilt Fuel & Lube SWP Truck SN 2NP3LJ0XXNM672447	135,886.27	Wells Fargo Bank, N.A. Acct Name: Wells Fargo Equipment Finance, Inc., 420 Montgomery Street San Francisco CA 94104 ABA # 121000248, Acct # 4175553957, Reference 001-0008275-000 and 001-0007978-000
Wells	001-0008275-000	2022 Peterbilt Model 389 LoBoy Tractor SN 1XPXP4EXXND788436	70,211.26	
Total Wells Fargo			206,097.53	
Komatsu	Sch 45	Komatsu D39PXI-24 SN 100254	65,871.30	ABA# 026009593, Bank of America, Dollar Amount, Komatsu Financial, Acct # 8188301629, Reference: 777-0149217-043, 777-0149217-044, 777-0149217-045, 777-0149217-078, 777-0149217-113, 777-0149217-114, 777-0149217-115
Komatsu	Sch 44	Komatsu D39PXI-24 SN 100291	54,159.94	
Komatsu	Sch 43	Komatsu PC210LC-11 Excavator SN A13485	56,219.72	
Komatsu	Sch 78	Komatsu PC360LC-11 SN A38322	17,516.82	

Lender	Account	Asset/Serial Number	Payoff Amount	Wire Instructions
Komatsu	Sch 113	Komatsu D51PX-24 SN 15901	154,561.02	
Komatsu	Sch 114	Komatsu D39PXI-24 SN 100640	144,938.23	
Komatsu	Sch 115	Komatsu D39PXI-24 SN 101019	179,572.85	
Total Komatsu Financial			672,839.88	
Grand Total			6,377,239.78	

Schedule 2.3(b)(iii)

Estimated Closing Date Over Billings Payment

Job	Description	Over Billed
21003.	Veterans Parkway	16,116.73
21008/21014	Savannah Harbor - Samet	128,194.22
21025.	GPA Steamship	25,552.60
22024.	Broadhurst Landfill - Cell 10B	18,866.59
22026.	Kelly Tract Building-B	55,755.69
22028.	Big Fish-Tract 1 - Central Port Partners	439,418.64
22029.	Komar Project - Evans	555,637.47
22032.	Big Fish 1 - Utilities EE Reed	853,463.49
23005.	Jones Island	214,780.41
23013.	Big Fish IIB- Rockingham	1,520,682.18
23015.	Colonial GKT - Cement Operation Modifications	69,342.53
23025.	GPA SR 25 Roundabout	43,377.62
24001.	MDH Spine Road	51,587.07
22001.	Cheswick South Ph I & II	270,510.08
22010.	Veterans Prkwy Ext	248,470.44
23008.	Longleaf Pine Pkwy Widening	1,115,560.48
23014.	Flex Cold Phase 2	440,918.00
23016./23023	SE Toyota Early Site Work	312,904.54
23017.	JIA Wetland Mitigation	983,080.65
23019.	Jaxport Container Terminal	278,888.53
	Totals	\$ 7,643,107.96

Schedule 2.4¹

Allocation of Purchase Price

Asset Class	Purchase Price Allocation
Class I (cash and deposits)	Book Value
Class II (actively traded personal property)	Book Value
Class III (accounts receivable, including costs and earnings in excess of billings)	Book Value
Class IV (inventory)	Book Value
Class V (all assets other than Class I, II, III, IV, VI and VII, including FF&E, buildings, land and vehicles which constitute all or part of a trade or business)	\$16,929,530
Class VI (IRC Section 197 Intangibles other than goodwill and going concern value)	\$500,000
Class VII (Goodwill and going concern value)	All Remaining Amounts

¹ For purposes of this Schedule 2.4, "Book Value" is defined as the value ascribed to the applicable Acquired Assets in the financial statements of Seller dated as the Closing Date.

Schedule 2.6(a)

Methodology Used in Job Schedule Report

Revenue and cost recognition

Revenues from fixed-price and modified fixed-price construction contracts are recognized over time, as control is continuously transferred to the customer, using the input method measured by the percentage of costs incurred to date to estimated total costs for each contract. This method is used because management considers expended costs to be the best available measure of value transferred to the customer. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct materials, subcontracted labor, and equipment costs, and those indirect costs related to contract performance such as indirect labor, supplies, and tool costs.

Selling, general, and administrative costs are charged to expense as incurred. Project mobilization costs are generally charged to the project as incurred when they are an integrated part of the performance obligation being transferred to the client. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the customer. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions and final contract settlements, may result in revisions to costs and income, and are recognized in the period in which the revisions are determined.

Contract modification

Contract modifications occur often within the normal course of business. Contract modifications are typically made to account for changes in the scope of work, however, in most instances, these changes are for goods or services that are not distinct and are integrated with the originally promised deliverable and are accounted for as part of the existing contract. The effect of a contract modification on transaction price and proportional completion is recognized as an adjustment to revenue on a cumulative catchup basis.

Performance obligations

Long-term contracts are generally considered to be a single performance obligation due to the Company's ability and requirement under contract to provide a deliverable of goods and services that are innately integrated and interdependent upon one another. In certain situations, the Company is delivering a series, or group, of integrated products that are substantially the same but otherwise distinct in value and under the terms of the contract. In these situations, the contract is treated as a single performance obligation.

In rare instances, the Company has contracts with multiple performance obligations in which case the transaction price is allocated pro rata to each performance obligation using the best available estimate of stand-alone selling price of each obligation individually. In cases where a reasonable stand-alone selling price is not available because the Company does not provide that

deliverable on a stand-alone basis, the cost plus a reasonable margin approach is used to estimate a value to be used in allocation.

Variable consideration

There is rarely variable consideration included in the Company's contracts with customers. The only significant potential variable consideration originates from liquidated damages, penalties, or unpriced or pending change orders that may either increase or decrease the contract price. Variable consideration is estimated using the expected value method or the most likely amount method which represents the best estimate of the amount the Company expects to receive.

Estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur or when the uncertainty associated with the variable consideration is resolved. Estimates of variable consideration are based upon historical experience and known trends.

Variable consideration associated with claims and unapproved change orders is included in the transaction price only to the extent of costs incurred. The Company recognizes claims against vendors, subcontractors, and others as a reduction in costs when enforceability is established by the contract and the amounts are reasonably estimable and probable of recovery. Reduction in costs are recognized at the lesser of the amount's management expects to recover or costs incurred.

Contract assets and contract liabilities

The asset "Contract assets," represents revenues recognized in excess of amounts billed on uncompleted contracts and retainage receivable that is conditionally due to the Company. The liability "Contract liabilities" represents billings in excess of revenues recognized.

Contract acquisition costs

Contract acquisition costs are comprised of costs to obtain and costs to fulfill contracts. These costs, such as precontract costs, mobilization costs, and bond costs, are capitalized if they are (i) incremental to the contract, (ii) expected to be recovered, (iii) not representative of satisfaction of the performance obligation. Capitalized costs are typically amortized over the life of the contract.

The Company has elected the practical expedient to expense as incurred these costs if the amortization period is one year or less.

Schedule 2.8(a)

Retainage Due Seller

	3/31/24
Job	Retainage
22022./22023	604,670
23005.	277,491
22024.	350,459
21008/21014	406,467
22028.	160,000
23015.	134,354
23013.	1,350,938
22032.	623,811
22029.	880,658
23010.	940,129
23024.	1,165,155
23009.	901,317
23025.	50,950
24005.	36,991
24001.	18,995
22001.	1,572,536
23014.	386,410
22010.	941,391
22021.	677,037
23020.	71,369
23008.	410,920
23017.	334,423
23021.	225,960
23016./23023	177,966
23019.	27,514
TOTAL	12,727,910

Schedule 2.8(b)

Retainage Due From Seller

1. See attached.

Row Labels	Sum of Retainage
21008. Savannah Harbor	121,316
10014 Tyson & Son`s Inc.	98,264
10071 Pro-Grade South, LLC	2,617
10090 Double M Striping Services, Inc.	160
10579 APAC Atlantic, Inc	4,085
10759 Pintail Site Preparation	13,067
10841 Erosion Control Holdings, LLC	3,123
21014. Woodfield - SAV Harbor	84,850
10014 Tyson & Son`s Inc.	67,721
10071 Pro-Grade South, LLC	1,573
10579 APAC Atlantic, Inc	4,688
10748 Big Apple Services, Inc.	1,687
10759 Pintail Site Preparation	9,181
22001. Cheswick South Ph I & II	84,362
10412 M & J Striping, Inc.	2,375
10417 Duval Asphalt Products, Inc.	18,117
10447 Suwannee Valley Grassing, Inc.	9,014
10490 Curb Systems of NE Florida	20,732
10531 PBM Constructors, Inc.	16,889
10658 Safety Contractors, Inc.	484
10812 Lovin Contracting Company, Inc.	13,600
10895 Hubbard Construction Company	3,151
22010. Veterans Prkwy Ext	176,291
10417 Duval Asphalt Products, Inc.	88,018
10435 J.D. Hinson Company	16,151
10447 Suwannee Valley Grassing, Inc.	1,903
10490 Curb Systems of NE Florida	54,426
10843 Industrus Solutions, Inc.	15,193
22021. Wilford Preserve Ph 4	99,193
10317 Erosion Control Systems, Inc	500
10447 Suwannee Valley Grassing, Inc.	2,275
10490 Curb Systems of NE Florida	2,365
10679 Callaway Contracting, Inc.	79,184
10812 Lovin Contracting Company, Inc.	14,790
22022. Crossgate - NFI Bldg A	85,202
10014 Tyson & Son`s Inc.	73,105
10056 Curb & Gutter Professionals	2,941
10071 Pro-Grade South, LLC	1,378
10076 Coastal Erosion Control, Inc.	653
10707 M.W. Collins, Inc.	3,795
10776 Elevations Construction, Inc.	3,330
22023. Crossgate - NFI Bldg B	116,538
10014 Tyson & Son`s Inc.	82,328

10056 Curb & Gutter Professionals	12,209
10071 Pro-Grade South, LLC	3,256
10076 Coastal Erosion Control, Inc.	980
10707 M.W. Collins, Inc.	10,525
10776 Elevations Construction, Inc.	5,739
22024. Broadhurst Landfill - Cell 10B	25,059
10112 Plastic Fusion Fabricators, Inc.	7,178
10389 Engineered Fabric Specialists dba E.F.S., Inc.	3,856
10950 USW-Menard, Inc	14,025
22028. Big Fish-Tract 1 - Central Port Partners	7,897
10809 B & D Clearing, Inc.	4,395
10841 Erosion Control Holdings, LLC	3,501
22029. Komar Project - Evans	253,687
10014 Tyson & Son`s Inc.	218,532
10056 Curb & Gutter Professionals	20,303
10071 Pro-Grade South, LLC	10,071
10076 Coastal Erosion Control, Inc.	2,207
10776 Elevations Construction, Inc.	1,975
10875 John D. Galbreath	600
22032. Big Fish 1 - Utilities	208,245
10014 Tyson & Son`s Inc.	157,276
10056 Curb & Gutter Professionals	37,236
10776 Elevations Construction, Inc.	13,734
23008. Longleaf Pine Pkwy Widening	127,455
10490 Curb Systems of NE Florida	96,466
10492 D and J Erosion Control Specialists, Inc.	668
10955 Traffic Control Products of Florida, Inc	30,321
23009. Dorchester Commerce Center - Bldg 1	28,124
10071 Pro-Grade South, LLC	7,424
10875 John D. Galbreath	20,700
23010. Dorchester Commerce Center - BLDGS 2 & 3 CONTRACT	124,433
10014 Tyson & Son`s Inc.	83,163
10056 Curb & Gutter Professionals	12,749
10071 Pro-Grade South, LLC	10,296
10076 Coastal Erosion Control, Inc.	825
10875 John D. Galbreath	17,400
23013. Big Fish IIB- Rockingham	253,738
10014 Tyson & Son`s Inc.	179,358
10056 Curb & Gutter Professionals	46,223
10076 Coastal Erosion Control, Inc.	2,680
10776 Elevations Construction, Inc.	17,081
10809 B & D Clearing, Inc.	8,396
23014. Flex Cold Phase 2	55,342
10447 Suwannee Valley Grassing, Inc.	1,439

10490 Curb Systems of NE Florida	4,502
10531 PBM Constructors, Inc.	1,600
10753 Kirby Development, Inc.	47,801
23015. Colonial GKT - Cement Operation Modifications	3,837
10071 Pro-Grade South, LLC	3,255
10076 Coastal Erosion Control, Inc.	582
23016. SE Toyota Early Site Work	30,036
10128 Preferred Materials, Inc.	10,992
10299 Jimco Site Services, Inc.	4,400
10992 Miller Electric Company	14,644
23021. Karis Cold Westlake	29,460
10679 Callaway Contracting, Inc.	29,460
23024. Kelley Tract - Rock N Roll	355,309
10014 Tyson & Son`s Inc.	247,404
10056 Curb & Gutter Professionals	39,575
10071 Pro-Grade South, LLC	2,326
10076 Coastal Erosion Control, Inc.	5,945
10405 McLendon Enterprises, Inc.	39,287
10776 Elevations Construction, Inc.	19,172
10875 John D. Galbreath	1,600
23025. GPA SR 25 Roundabout	23,150
10056 Curb & Gutter Professionals	2,343
10069 Remediation Resouces, Inc.	5,046
10076 Coastal Erosion Control, Inc.	1,395
10455 Middle Georgia Signs - Designeffex, Inc	1,200
10579 APAC Atlantic, Inc	13,166
24001. MDH Spine Road	2,500
10875 John D. Galbreath	2,500
24005. SIP 95	11,495
10076 Coastal Erosion Control, Inc.	5,495
10875 John D. Galbreath	6,000
Grand Total	2,307,619

Schedule 5.8(c)

Bonuses, Gifts, and Gratuities

1. Before the end of the year of Closing (amounts to be determined prior to Christmas):
 - a. Stoy Marlow-anticipated to be over \$250,000. Final amount unknown at this time.
 - b. James Brunson-anticipated to be over \$250,000. Final amount unknown at this time.
 - c. Brandon Forrest
 - d. Brian Regenhardt
 - e. Michael Willoughby
 - f. Trace Martell
 - g. Frank Johnson-2021 Chevy 1500WT Single Cab Pickup

Schedule 6.1(b)

Requisite Consents

1. Lease Agreement, dated December 18, 2018, by and between St. Johns Properties LLC and the Company, as amended by that certain Amendment to Lease, dated August 2022, by and between St. Johns Properties, LLC and Baker Constructors Inc. for the premises located at 1275 25 County Road 210 West, Jacksonville, FL 32359.
2. Close End Lease Agreement, dated August 9, 2016, by and between GT Leasing, Inc. and the Company.



MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 22-MCA-BAK-17610

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This Master Construction Agreement ("Contract") is made this 30th day of March, 2023 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **BAKER CONSTRUCTORS, INC.** ("Contractor"), a company authorized to do business in the State of Florida, with its principal offices located at: 1275 CR 210 West, St. Johns, FL 32259, Phone: 904-559-1728, and E-mail: brandon@bakerconstructors.com, for **BID NO: 23-35 LONGLEAF PINE PARKWAY WIDENING**, hereinafter referred to as the "Project". When referenced together, the County and Contractor shall collectively be referred to as the Parties.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Field Orders signed by County's Project Manager;
- c) Notice to Proceed;
- d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 1. Exhibit A - Longleaf Pine Parkway Final Plans
 2. Exhibit B - Report of Geotechnical Exploration
 3. Exhibit C - Mast Arm Calculations
 4. Exhibit D - VVH Report
 5. Exhibit E - SJRWMD Permit
 6. Exhibit F - Unit Cost Forms PDF
 7. Exhibit G - Unit Cost Forms XLS
- e) Bonds and Insurance furnished by the Contractor
- f) Bid Documents and Bid Forms with all addenda thereto for Bid No. 23-26

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor's submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter "Submittals") are not Contract Documents. The County will review and take action upon Contractor's submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.4 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County's internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor's Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a

continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Contractor's compliance with the Contract. The County has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Assistant Director of Purchasing & Contracts, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

1.1.7 Unless otherwise directed in writing, Contractor shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.8 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.4 **Contract Price:** The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.5 **Contract Time:** The number of calendar days between commencement and completion of the Work, established in paragraph 3.1.1 of this Contract, as may be amended by Change Order.

1.2.6 **Design:** Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.7 **Drawings:** The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.8 **Final Completion:** Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.9 **Force Majeure Events:** Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

1.2.10 **Jobsite:** Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 **Notice to Proceed:** A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.12 **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.13 **Project:** The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.14 **Project Manager:** The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.

1.2.15 **Shop Drawings:** Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.16 **Specifications:** That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.17 **Subcontractor:** A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.18 **Substantial Completion:** The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

1.2.19 **Work:** Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II THE WORK

2.1 Project Description

The Longleaf Pine Parkway Widening Project involves the widening of Longleaf Pine Parkway from two (2) lanes to four (4) lanes from Roberts Road to Veterans Parkway. The required work generally includes, but is not limited to, clearing, earthwork, paving, signing, pavement marking, drainage, and utility adjustments in accordance with the specifications and plans provided within the solicitation.

2.2 Labor and Materials

2.2.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.3 Project Sequencing/Arrangement

Contractor shall be limited in the sequencing or staging of the Work to the extent that the Contract Documents impose limitations. No Phase 2 (North of Glenlivet Way to South of Glenfiddich Way) or Phase 3 (South of Glenfiddich Way to Greenbriar Rd) work shall commence until such time as the County receives additional funds required under Development Agreement Nos: 2022-01 and 2022-02, sufficient to authorize completion of Phases 2 and 3. The County and the Contractor mutually agree that should the required funds for Phases 2 and 3 not become available, the Contractor shall proceed through completion of Phase 1 only, unless otherwise agreed to in writing by the Parties. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.5 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.6 Reporting Requirements

2.6.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.6.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.7 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.8 Access to Work

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.9 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

2.10 Existing Utility Lines

2.10.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.10.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.11 Taxes

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

2.12.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.12.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.13 County Furnished Items

2.13.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.13.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within **five hundred twenty-five (525) consecutive calendar days**, which may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached within **fifteen (15) consecutive calendar days** after Substantial Completion.

3.1.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 8.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Substantial Completion

3.3.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

3.3.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

3.3.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

3.3.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

3.4 Final Inspection

When all the Work is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.5 Liquidated Damages

3.5.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **three thousand four hundred forty-seven dollars (\$3,447.00) per day** for each and every calendar day of unexcused delay as "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.5.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.6 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 This Contract is a LUMP SUM Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, as full and complete compensation for all the Work required herein a **Lump Sum Amount for Phase 1 totaling Four Million Six Hundred Twenty-eight Thousand Two Hundred Seventy-one Dollars and Ninety-six Cents (\$4,628,271.96)**, and provided sufficient funds are received by the County in accordance with Section 2.3 herein, a **Lump Sum Amount for Phase 2 totaling Five Million Seventy-four Thousand Eight Hundred Seventy-six Dollars and Eighty-three Cents (\$5,074,876.83)**, and a **Lump Sum Amount for Phase 3 totaling Five Million One Hundred Ninety-five Thousand Eight Hundred Fifty-one Dollars and Twenty-two Cents (\$5,195,851.22)**, for a Total Lump Sum price of **Fourteen Million Eight Hundred Ninety-nine Thousand Dollars (\$14,899,000.00)**, the "Contract Price". The cost of any item of Work not covered by a specific Lump Sum shall be included in the Lump Sum price to which the item is most applicable.

4.1.2 If required by the County, Contractor shall have included unit prices in the base Lump Sum. Such unit prices shall apply to Changes in the Work as directed by the County in accordance with Article IX herein. Unit prices are "all-inclusive", including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County the Schedule of Values shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

4.5.1.1 The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

4.5.2.1 Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.6 Withheld Payment

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;

- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractor's Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

4.7 Final Payment

4.7.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

4.7.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

4.7.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the

Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations
The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County's Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Contractor. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Contractor.

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article VIII.

6.1.8 The Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be affected by written field order and shall be binding upon Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

8.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Public Works Department.

8.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

8.1.4 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, the Assistant Director of Purchasing & Contracts may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

8.1.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

8.1.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 8.1.2 above.

9.2.2 If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.3 Changes in the Contract Price

9.3.1 In connection with any claim by Contractor against the County for compensation in excess of the Contract Price, any liability of the County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

9.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

9.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by

custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

9.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

10.1 Uncovering Work

10.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

10.3 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 8.3 above.

11.2 Termination

11.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

11.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Work under this Project. In such event, the County shall compensate the Contractor as mutually agreed in writing for any such Work after termination.

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's

default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

11.2.6 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

11.2.7 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

11.2.8 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

11.2.9 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 10.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

12.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the

course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

12.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

12.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

12.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

12.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.2 Indemnity

12.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from 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 Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

12.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

12.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

12.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

12.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

13.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Division

13.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

13.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary

and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.

13.6.1 Professional Liability.

13.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.6.2 Builders Risk.

a. Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

13.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).

- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

13.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

13.8 Payment and Performance Bonds

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable

or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

14.4 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

14.5 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

14.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

14.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

14.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding.

In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

14.13 Entire Contract

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing, as provided herein and signed by authorized representatives of both parties.

14.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to 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 Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

14.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

14.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

14.16.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

14.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.16.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

14.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.16.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.8 Contractor will include the provisions of paragraphs 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

(3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and

(4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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 County's information technology systems.

14.17.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

14.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.20 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels
Email Address: ldaniels@sjcf1.us

Baker Constructors Inc.
1275 CR 210 West
St. Johns, FL 32259
Attn: Brandon Forrest, V.P.
Email Address: brandon@bakerconstructors.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County:

St. Johns County (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Leigh A. Daniels, CPPB
(Printed Name)

Purchasing Manager
(Title)

3/3/23
(Date of Execution)

Contractor:

Baker Constructors Inc. (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Stacy Marlow
(Printed Name)

President
(Title)

March 2, 2023
(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: [Signature]
(Deputy Clerk)

3/3/23
(Date of Execution)

Legally Sufficient:

[Signature]
(Office of County Attorney)

3/3/23
(Date of Execution)



FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	22-MCA-BAK-17610
Project Title:	Longleaf Pine Parkway Widening

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.

2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated _____, 20__

Contractor _____

By: _____
(Signature)

By: _____
(Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)
My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.: 22-MCA-BAK-17610	Contractor Name:
Project: Longleaf Pine Parkway Widening	Contractor Address:
Project Address: Longleaf Pine Parkway	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "None"):

None

Signed this ___ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

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 <i>Specific Instructions</i> on page 3.	<p>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> <p>C. W. Matthews Contracting Co., Inc.</p> <p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>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 _____ <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>1600 Kenview Drive</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Marietta, Georgia 30060</p>	
	<p>7 List account number(s) here (optional)</p>	

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	8		0	6	5	2	7	2	9

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 4/23/24
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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