

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (hereafter the “Agreement”) is made and entered into this day of February 17, 2026, by and between the **TUCKER PAVING, INC.** a Florida Profit Corporation authorized to transact business in the State of Florida (hereinafter referred to as the "VENDOR"), and the **TOWN OF DUNDEE**, a Florida municipal corporation (hereinafter referred to as the "TOWN”).

FACTUAL RECITALS

WHEREAS, on February 10, 2026, pursuant to section 2-159(1) of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission of the Town of Dundee received and considered, at a duly noticed public meeting, informal quotations and/or proposals for the design and construction of Town of Dundee Camp Endeavor Blvd & Lincoln Ave Road paving RFP 25-05 (the “Project”); and

WHEREAS, pursuant to *Section 2-159 of the Code*, the procurement of goods, services, materials, supplies and equipment, by or on behalf of the TOWN, where the amount is greater than \$5,000.00 but does not exceed \$30,000.00, *informal quotations and/or proposals* satisfy the competitive bid or competitive proposal process; and

WHEREAS VENDOR submitted an informal proposal and/or bid (the “Response”) to the TOWN in and/or for the Project in the total amount of \$1,454,638.20; and

WHEREAS on February 10, 2026, at a duly noticed public meeting, the Town Commission of the Town of Dundee voted to award the Project to VENDOR in an amount not to exceed \$1,454,638.20; and

WHEREAS a copy of the Response is attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS on February 10, 2026, the Town Commission found the Response to be the most advantageous to the TOWN, and VENDOR was selected to perform the necessary work associated with the Project; and

WHEREAS VENDOR agrees and represents that it will furnish all labor, materials, and equipment necessary to perform the services which are the subject of the Project; and

WHEREAS TOWN has found that the VENDOR possesses the qualifications necessary to satisfactorily perform the work and/or services contemplated in this Agreement; and

WHEREAS TOWN desires to engage the VENDOR to perform certain services which include, but are not limited to, the services necessary to perform and complete the Project; and

WHEREAS VENDOR and TOWN acknowledge and represent that the provisions set forth in this Agreement are reasonable; and

WHEREAS VENDOR represents that, at the time this Agreement was negotiated and entered into by the VENDOR and TOWN, VENDOR had substantial industry experience in providing the service(s), which are the subject of this Agreement, and forecasting the cost(s) and expense(s) associated with performing said service(s); and

WHEREAS VENDOR and TOWN acknowledge and represent that, to the extent that liquidated damages are applicable, such liquidated damages, if any, are not intended as a penalty; and

WHEREAS VENDOR acknowledges and represents that any person(s) executing this Agreement on its behalf has read, examined and understands the scope of the construction services to be performed, conditions and requirements set forth by this Agreement and its exhibits which are incorporated herein by reference; and

WHEREAS VENDOR acknowledges that this Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, VENDOR has expressed its desire and willingness to perform the services in accordance with the terms and requirements set forth by this Agreement; and

WHEREAS VENDOR has represented that it is able to satisfactorily provide the services necessary to perform and complete the Project; and

WHEREAS as a result of the representation(s), qualification(s), and expressed desire of the VENDOR to perform the services, the TOWN desires to enter into this Agreement with the VENDOR; and

WHEREAS VENDOR agrees to perform the services in strict accordance with the terms, conditions, and provisions set forth in this Agreement and its exhibits which are incorporated herein by reference; and

WHEREAS VENDOR acknowledges, agrees and represents that it will perform the services and/or contract requirements in strict accordance with the pricing set forth by the Response (see **Exhibit "A"**); and

WHEREAS VENDOR and TOWN acknowledge, represent and warrant that adequate and legal consideration exists for the entry into this Agreement; and

WHEREAS VENDOR and TOWN acknowledge, represent, and agree that it is in the best interests and will promote the health, safety and welfare of the citizens and residents of the TOWN for the TOWN and VENDOR to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the TOWN agrees to retain the VENDOR and VENDOR agrees to perform the agreed upon services, as described herein, and upon the following terms and conditions:

I. INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the TOWN and VENDOR. The Project specifications/requirements and the VENDOR's Response are attached hereto as **Composite Exhibit "A"** and are hereby incorporated by reference and will constitute part of this Agreement and be considered contract documents.

II. DEFINITIONS

Words used in this Agreement shall possess their everyday and ordinary meaning, provided however, that where a term is defined by this Agreement or one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning. The following listed terms shall mean, as follows:

- (a) "*Agreement*" means this **CONSTRUCTION AGREEMENT** and Contract Documents (as defined below) in and/or for the Project.
- (b) "*Day(s)*" means calendar day unless specifically stated otherwise.
- (c) "*Calendar Days*" means any and all days in a 365-day calendar year.
- (d) "*Business Days*" means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.
- (e) "*Contract Documents*" means the Project and all applicable Specifications/Requirements, Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during, and after the bidding period for the Project; Change Orders issued after the Agreement is let; and any other document incorporated by reference and/or annexed hereto.
- (f) "*Effective Date*" means the date on which this Agreement is executed by the Town of Dundee or its authorized designee.
- (g) "*Services*" means the provision or performance of the services by the VENDOR, as specifically set forth in *Article III* of this Agreement and in **Composite Exhibit "A"** attached hereto and incorporated herein by reference.

III. SCOPE OF WORK AND BONDING

The VENDOR shall perform the Project and Services (as defined by Section II(e) of this Agreement) in strict accordance with the terms set forth in this Agreement and as described in the Response which is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

The VENDOR shall secure and maintain any and all permits and licenses required to complete Services, and shall be solely responsible for all fees, charges, and costs associated therewith; and, for purposes of this Agreement, time is of the essence for the performance of the Services.

The Vendor Shall furnish a one hundred percent (100%) performance Bond and a one hundred percent (100%) Payment Bond, each issued by a surety authorized to do business in the State of Florida and acceptable to the TOWN, as a condition precedent to the issuance of a Notice to Proceed, Such bonds shall guarantee the faithful performance and completion of the Services and payment of all labor, materials and obligations arising therefrom.

IV. COMPENSATION

The TOWN shall pay to the VENDOR the sum of One million four hundred fifty-four thousand six hundred thirty-eight dollars and twenty cents (\$1,454,638.20) (the "Contract Sum") for the VENDOR'S performance of the Services (see EXHIBIT "A"). The Contract Sum shall be full and final compensation for furnishing material, labor, and executing and/or performing the Services contemplated in this Agreement: and the VENDOR, for the consideration(s) set forth herein, shall be responsible for all claims, causes of action, loss or damages arising out of the nature of the Services or from any action related to and/or arising out of Services until final completion and acceptance by the TOWN.

The TOWN shall pay the Contract Sum to the VENDOR through monthly progress payments for Services completed within each thirty (30) day period. The VENDOR shall submit an invoice with each request for payment, which shall include a detailed itemization of the Services performed and a corresponding cost breakdown. The TOWN shall have up to thirty (30) days from receipt of a complete and accurate invoice to remit payment. In the event the TOWN identifies any questions, discrepancies, or deficiencies in an invoice, the TOWN shall notify the VENDOR in writing within fifteen (15) days of receipt of such invoice. Upon such notice, the time period for payment shall be tolled as to the disputed items until such issues are resolved to the TOWN'S reasonable satisfaction. The VENDOR shall promptly address and cure any such items, and the TOWN'S obligation to remit payment shall resume upon receipt of a corrected invoice or satisfactory resolution of the identified issues.

Notwithstanding anything in this Agreement to the contrary, TOWN'S obligation to furnish payment to VENDOR is expressly subject to the appropriation of sufficient public funds by the Town Commission of the Town of Dundee (the "Town Commission"). In the event the Town Commission fails to appropriate sufficient funds to satisfy the TOWN'S payment obligations to VENDOR of any kind or type, TOWN or VENDOR may immediately terminate this Agreement and be released from any future responsibility or liability thereunder.

V. TERM OF AGREEMENT AND BINDING EFFECT

Beginning on the Effective Date, this Agreement shall continue in full force and effect until terminated in accordance with Article VIII of this Agreement (the “Term”).

Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto.

The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Services (as defined by Section II(e) of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with applicable law. For purposes of this Section, the term “applicable law” shall mean the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

VI. NOTICES

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, with postage and registration fees prepaid or by overnight courier:

A. If to the TOWN: Kenneth Cassel
Town Manager
Town of Dundee
202 E. Main Street
Dundee, FL 33838

With copies to: *(shall not constitute notice)*
Markeishia L. Smith, Esquire
Town Attorney
The Law Offices of Markeishia L. Smith, PA
Post Office 3303
Haines City, Florida 33845-3303

B. VENDOR: Larry Tucker III
Registered Agent
Tucker Paving Inc
5658 Lucerne Park Rd
Winter Haven, Florida 33881

Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed.

VII. MODIFICATION OF AGREEMENT

Any modification to this Agreement shall be mutually agreed upon by and between the TOWN and VENDOR in written amendments to this Agreement signed by both parties.

VIII. PERFORMANCE AND TERMINATION

The relationship of the VENDOR to the TOWN for the performance of the Services shall be that of an independent VENDOR; and the relationship of the VENDOR to the TOWN shall be governed by the terms of this Agreement.

The intent of this Agreement is to provide a general basis for performing the Services. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions and covenants prescribed by this Agreement; and, prior to the completion of the Services by the VENDOR and/or termination of this Agreement, the TOWN and VENDOR shall mutually agree in writing as to the scope of performance and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Agreement, as related to the Services, a specific service, project, job and/or other task(s).

Upon completion of the Services and/or termination of this Agreement, VENDOR shall perform such Services as mutually agreed to in writing by the parties and reasonably necessary for the orderly closing of this Agreement. VENDOR shall be compensated for all Services performed prior to the effective date of termination, plus Services required for the orderly closing of this Agreement, including: (1) Services performed up to the termination date; and (2) all efforts necessary to document the Services completed or in progress.

The TOWN reserves the right to terminate this Agreement, without cause, by providing thirty (30) days prior written notice to the VENDOR of its intention to terminate, or with cause if at any time the VENDOR fails to fulfill or abide by any of the terms or conditions specified. Failure of the VENDOR to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the TOWN.

In addition to all other legal remedies available to the TOWN, the TOWN reserves the right to terminate and obtain from another source any items which have not been provided within the time period(s) stated in the Response and/or as provided by the TOWN, in writing, or if no such time period is provided, within a reasonable period of time from the date of the subject order and/or request, as determined by TOWN.

Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation(s) hereunder except for (i) obligations accruing prior to the date of

termination, and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term, including without limitation, any indemnity(ies) and professional insurance coverage(s).

IX. CONTRACTOR INDEMNIFICATION AND INSURANCE

This contractual indemnity is authorized by Section 725.06 of the Florida Statutes, and this contractual indemnity and insurance requirement(s) shall survive the termination of this Agreement.

Item 1. VENDOR'S INDEMNIFICATION

To the fullest extent permitted by Florida law, including Section 725.06, Florida Statutes, the VENDOR shall indemnify, defend, and hold harmless the TOWN, its elected officials, officers, agents, and employees from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions of the VENDOR, its subcontractors, or anyone directly or indirectly employed by them or for whose acts they may be liable in the performance of the Services under this Agreement.

The VENDOR's obligation to indemnify shall not apply to the extent that such claims, damages, losses, or expenses are caused by the negligence, gross negligence, or willful misconduct of the TOWN or its officers, officials, agents, or employees. The VENDOR shall have a duty to defend the TOWN against claims covered by this provision.

Monetary Limitation: VENDOR's liability under this indemnification provision shall not exceed \$1,000,000 per occurrence, which represents a reasonable commercial relationship to the Contract Sum and is consistent with Section 725.06, Florida Statutes.

The VENDOR shall also indemnify and hold harmless the TOWN from any claims of infringement of any patent, copyright, or other intellectual property right arising out of materials or methods provided by the VENDOR, except to the extent such claims arise from specifications or requirements provided by the TOWN.

The indemnification obligations set forth herein shall survive the termination or expiration of this Agreement.

Item 2. VENDOR'S INSURANCE

VENDOR shall, at its own expense, procure and maintain *Public Liability Insurance, Property Damage Insurance, Commercial General Liability Insurance* and *Workers' Compensation/Employers' Liability Insurance* throughout the Term of this Agreement, with an insurer or insurers acceptable to the TOWN. All insurance policies shall be reviewed by the TOWN Attorney and must be acceptable to the TOWN. Any policy(ies) of insurance required herein shall apply to any covered loss on a primary basis; and, for purposes of public liability insurance and property damage insurance, the TOWN shall be named as an additional insured.

The VENDOR must provide a *Certificate of Insurance* in accordance with the required insurance requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement. The *Certificate(s) of Insurance* shall be fully acceptable to the TOWN in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) days prior written notice having been given to the TOWN. Failure of the VENDOR to obtain the TOWN'S approval, or to satisfy the TOWN in this matter, shall be grounds for termination of the Agreement. It is also understood and agreed that it is the VENDOR'S sole burden and responsibility to coordinate activities between itself, the TOWN, and the VENDOR'S insurer(s) so that the *Certificate(s) of Insurance* are acceptable to and accepted by the TOWN within the time limits described in this Agreement.

The VENDOR shall, upon ten (10) days written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Agreement.

It being the intent of the parties and material condition of this Agreement that the TOWN have up-to-date copies of all applicable insurance policies in order to determine appropriate and relevant coverage, limits, deductibles, insurance exclusions and other information related thereto.

X. STATE LAW COMPLIANCE

VENDOR shall comply with all federal, state, and local laws or ordinances applicable to all of the provisions of this Agreement.

VENDOR agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the TOWN or VENDOR to qualify for local, state or federal funding for the Services to be rendered by VENDOR hereunder, then VENDOR shall consent to and make such modifications or amendments in a timely manner. If VENDOR is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for services to be rendered herein, then the TOWN shall have the right, by written notice to VENDOR, to terminate this Agreement for convenience.

(a) VENDOR represents and warrants unto the TOWN that no officer, employee, or agent of the TOWN has any interest, either directly or indirectly, in the business of VENDOR to be conducted hereunder. VENDOR further represents and warrants unto the TOWN that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, in consideration for or contingent upon, or resulting from the award or making of this Agreement. Further, VENDOR also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. It is

absolutely understood and agreed by VENDOR that, for the breach or violation of this representation and warranty, the TOWN shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any percentage, gift, loan, or anything of value paid by VENDOR. VENDOR shall also require, by contract, that all of its subcontractors if authorized and/or applicable shall comply with the provisions of this representation of warranty.

(b) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, VENDOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. VENDOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this Agreement at the TOWN's option if the VENDOR is found to have submitted a false certification.

(c) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a VENDOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, VENDOR certifies that it is not on the convicted vendor list.

(d) ***Drug-Free Workplace.*** By executing this Agreement, VENDOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

(e) ***E-Verify.*** By entering into this Agreement, the VENDOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and

use the E-Verify system to verify the work authorization status of all new employees of the VENDOR and any subcontractor hired by the VENDOR. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the VENDOR, the VENDOR may not be awarded a public contract for a period of one (1) year after the date of termination.

(f) ***No Consideration of Social, Political, and Ideological Interests.*** VENDOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective VENDOR based on the prospective VENDOR's social, political or ideological interests or requesting documentation from, or considering, a prospective VENDOR's social, political, or ideological interests when determining if the prospective VENDOR is a responsible vendor. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in the award of this Agreement.

(g) ***Contracting with Foreign Entities.*** By executing this Agreement, VENDOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, VENDOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in VENDOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the VENDOR organized under the laws of a Foreign Country of Concern, nor does the VENDOR have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the VENDOR to access the personal identifying information of any individual, VENDOR agrees to notify the TOWN in advance of any contemplated transaction that would cause VENDOR to be disqualified from such access under Section 287.138 of the Florida Statutes. VENDOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the VENDOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(h) ***Human Trafficking Affidavit.*** VENDOR shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit "B"** simultaneously with and prior to providing the Services hereunder.

XI. COMPLIANCE WITH LAWS

The VENDOR warrants, represents, and agrees that it will comply with applicable law (as defined by Section V of this Agreement) which includes, but shall not be limited to, all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

XII. DATA TO BE FURNISHED TO VENDOR

The work product of the VENDOR, which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, maps, reports, estimates, field notes, investigations, design analysis, studies, and other data or documents which are obtained or prepared in the performance of this Agreement whether in hard copy or electronic form, shall become the property of TOWN when VENDOR has been fully compensated as set forth herein. **The VENDOR may keep copies of all work product prepared pursuant to this Agreement for its records and current and/or future use.**

Pursuant to Florida law, all correspondence(s) between the TOWN and VENDOR are public records and subject to public records requests.

XIV. FORCE MAJEURE

Neither party hereto shall be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to strikes, lockouts, pandemics, and/or acts of God. For purposes of this Agreement, any delay caused by the faulty performance or nonperformance by VENDOR or VENDOR'S independent VENDOR(s) shall not be events constituting force majeure.

XV. ASSIGNMENT

The VENDOR shall not sublet, assign, or transfer this Agreement or any interest issued under this Agreement without the written consent of the TOWN.

No assignment or subcontracting shall be allowed without the prior written consent of the TOWN. In the event of a corporate acquisition and/or merger, the VENDOR shall provide written notice to the TOWN within thirty (30) Business Days of VENDOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by the TOWN, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

For purposes of this Agreement, the TOWN awarding a (bid/proposal) to a vendor which has disclosed its intent to assign or subcontract in its response, without exception shall constitute approval for purposes of this Agreement.

XVI. TERMS, CONDITIONS, CONFLICTS AND NO WAIVER

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship.

In the event of a conflict between the terms, conditions and/or provisions set forth by this Agreement and any exhibit or document attached hereto, this Agreement shall control.

Failure of either the TOWN and/or VENDOR to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of either the TOWN or VENDOR to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such party's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the TOWN and VENDOR. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

XVII. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to act as a waiver of the TOWN'S sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes (2023), regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. **This provision shall survive the termination of this Agreement.**

XVIII. ATTORNEYS' FEES AND REMEDIES

In the event either the TOWN or the VENDOR brings an action against the other to interpret and/or enforce this Agreement and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and court and professional costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XIX. CALCULATION OF TIME

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have

passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in “calendar days” which means any and all days in a 365-day calendar year; and “business days” shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the TOWN. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday by the TOWN, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available business day which the TOWN is open for business to the public

XX. GOVERNING LAW

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only.

XXI. VENUE

Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought exclusively in the State Courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Article hereof or to service of any writ, summons or other legal process in accordance with applicable law.

XXII. NO THIRD -PARTY BENEFICIARIES

Disputes between the TOWN and VENDOR arising under this Agreement shall first be mediated by a Florida Supreme Court-Certified Civil Mediator (hereafter the “Mediator”) in accordance with Ch. 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) Days of the date on which mediation is requested in writing by either party. The Mediator shall be agreed upon but, if the parties are unwilling or unable to agree upon and/or select the Mediator, the parties agree that a Mediator from Central Florida Mediation Group, LLC, shall be selected by striking names from the list of mediators at Central Florida Mediation Group, LLC. The parties agree to mediate in good faith, be bound by the Mediator's agreement (if any), pay Mediator fees promptly and share them on an equal basis, unless otherwise agreed upon by the parties. Litigation shall not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (§44.403, Florida Statutes) shall apply to any such pre-suit mediation.

XXIV. INDEPENDENT VENDOR

Notwithstanding any provision of this Agreement, the VENDOR and TOWN agree that the VENDOR is an independent VENDOR for all purposes and when performing any Services under this Agreement.

XXV. ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

XXVI. AUTHORIZATION

Both the TOWN and VENDOR represent and agree that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

XXVII. REPRESENTATIONS AND WARRANTIES

Each party signing this Agreement on behalf of TOWN and VENDOR represents and warrants that he or she has read, understands and acknowledges any and all of the conditions and requirements as set forth herein

XXVIII. CONSTRUCTION

The TOWN and VENDOR acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in accordance with the terms contained herein.

XXIX. GENDER NEUTRAL

For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

XXX. RETAINAGE

TOWN reserves the right to retain ten percent (10%) of any approved invoices or draws for the Services until substantially complete, in the sole discretion of the TOWN, which includes, but shall not be limited to, any associated punch list items. Retainage shall be specified by the TOWN, if applicable, in writing and prior to commencement of the Project and/or Services.

XXXI. PROHIBITION AGAINST CONTINGENCY FEES

The VENDOR warrants that he or she has not employed or retained any company or person to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of breach of this provision, the TOWN shall have the right to terminate this Agreement without further liability and, in its sole and absolute discretion, deduct from the Contract Sum, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid because of said breach.

XXXII. LIQUIDATED DAMAGES

In addition to and without waiving any right and/or entitlement to remedies and/or damage(s), provided under this Agreement and/or applicable Florida law, the VENDOR and TOWN acknowledge, represent, and warrant that, in the event of the VENDOR'S partial or total breach of this Agreement, the TOWN may incur monetary damages that are, by their nature, uncertain and/or not readily ascertainable by any known rule or pecuniary standard. In that event, the VENDOR and TOWN agree and stipulate that, upon receipt of written notice from the TOWN, the TOWN shall, in addition to any other damages provided for in this Agreement and/or applicable Florida law, to which the TOWN may be entitled that the TOWN will also be entitled to claim against the Performance Bond of the VENDOR or deduct from the regularly scheduled payment(s) to the VENDOR amounts and/or sums, which are not intended as a penalty or to secure performance, as liquidated damages for the VENDOR'S breach of this Agreement, as follows:

The TOWN may require Services or purchases to be substantially completed and/or delivered by a date-certain. Liquidated damages shall be assessed per day in the amount specified by the TOWN, in writing, prior to the commencement of the Services and applied against retainage. Any liquidated damages in excess of retainage shall be billed to the VENDOR and paid within sixty (60) days of said invoice. Any amount outstanding beyond sixty (60) days of invoice may be recovered from the bond for the Services.

XXXIII. PUBLIC RECORDS

VENDOR agrees to:

1. Keep and maintain public records required by the TOWN to perform the Services contemplated herein.
2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement and/or any amendment(s) issued hereunder if the VENDOR does not transfer the records to the TOWN.
4. Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the TOWN all public records in possession of the VENDOR or keep and maintain public records required by the TOWN to perform the service. If the VENDOR transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.
5. **IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR(S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, TOWN CLERK, (863) 438-8330, EANDERSON@TOWNOFDUNDEE.COM, 202 E. MAIN STREET, DUNDEE FLORIDA 33838.**
6. If the VENDOR does not comply with a public records request, the TOWN shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

XXXIV. ACCESS TO RECORDS

VENDOR shall retain all records relating to this Agreement for a period of three (3) years after final payment is made. VENDOR shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the TOWN, and the TOWN reserves the right to audit such records upon notice to the VENDOR.

XXXV. FURTHER ASSURANCES

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. To the extent of any conflict with the terms and conditions set forth by this Agreement and other rules and/or regulations which may otherwise govern the Services, the terms and conditions of this Agreement shall prevail.

XXXVI. WAIVER OF JURY TRIAL

In and/or for any legal action arising out of this Agreement and/or the performance of any term, covenant, condition and/or provision of this Agreement, the TOWN and VENDOR agree that any such action be tried and/or adjudicated before the court. **The right to a jury trial of such issues is hereby waived.**

XXXVII. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

XXXVIII. DUTY TO COOPERATE IN GOOD FAITH

The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the TOWN and VENDOR have caused this Agreement to be executed by their undersigned officials as duly authorized.

TUCKER PAVING, INC:

By: _____
Larry Tucker III, Managing-Member

Witness

Witness

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2026, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My commission expires: _____

TOWN OF DUNDEE:

By: _____
Kenneth Cassel, Town Manager

ATTEST:

Erica Anderson, Town Clerk

APPROVED AS TO FORM:

Markeishia L. Smith, Town Attorney

SALES TAX SAVINGS FORM

CONTRACT NUMBER: 863-299-2262

NAME OF PROJECT: Road paving of Camp Endeavor blvd & Lincoln Ave

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount
RCP	\$35,549.68	\$2,325.68	\$33,224.0

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	The Town Of Dundee	Contact:	Erica Anderson
Address:	202 East Main Street, PO Box 1000 Dundee, FL 33838	Phone:	(863) 438-8330
		Fax:	(863) 438-8338
Project Name:	Road Paving Of Camp Endeavor Blvd. & Lincoln Ave.	Bid Number:	26-0035
Project Location:		Bid Date:	1/21/2026
Addendum #:	Rev 3		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
104-12	SEDIMENT BARRIER	9,550.00	LF	\$1.00	\$9,550.00
120-1	REGULAR EXCAVATION	9,080.00	CY	\$2.00	\$18,160.00
120-6	EMBANKMENT	638.00	CY	\$24.00	\$15,312.00
104-12	OPTIONAL BASE (BASE GROUP 09) (LIMEROCK, LBR 100) (10")	15,726.00	SY	\$28.00	\$440,328.00
334-1-13	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (9.5)	1,809.00	TON	\$164.00	\$296,676.00
430-17	PIPE CULVERT (RCP) (ROUND) (18")	616.00	LF	\$72.00	\$44,352.00
430-982-125	MITERED END SECTION (CROSS DRAIN) (ROUND) (18")	16.00	EACH	\$1,721.00	\$27,536.00
530-3-004	RIPRAP - RUBBLE (DITCH LINING) (FURNISH AND INSTALL)	60.00	TON	\$90.00	\$5,400.00
570-1-2	PERFORMANCE TURF (SOD) (BAHIA)	17,215.00	SY	\$4.00	\$68,860.00
700-1-50	SINGLE POST SIGN (RELOCATE)	5.00	EACH	\$201.00	\$1,005.00
261	NUCLEAR DENSITY TEST	1.00	EACH	\$23.00	\$23.00
262	PROCTOR T-180 or T-99	1.00	EACH	\$86.00	\$86.00
101-1	MOBILIZATION	1.00	LS	\$226,500.00	\$226,500.00
102-1	MAINTENANCE OF TRAFFIC	1.00	LS	\$125,805.73	\$125,805.73
110-1-1	CLEARING & GRUBBING	1.00	LS	\$55,560.00	\$55,560.00
	12" COMPACTED SUBGRADE	15,726.00	SY	\$1.00	\$15,726.00
	STRIPING & SIGNAGE: 6" White Line (9,390 LF), 2" Yellow Line (9,390 LF), 24" Stop Bar Painting (15 EA), 24" Stop Bar Thermoplastic (15 EA), R1-30.1 Stop Sign (15 EA), R2-1 Speed Limit (6 EA), W41- 4D 30"X30" (2 EA), W1-2 30" W/ W13-1P 18" (2 EA), D3-1 (1 EA), EXISTING SIGN RELOCATE (WOODEN POST) NO TRESPASSING (3 EA).	1.00	LS	\$99,679.47	\$99,679.47
	CONCRETE CURB & GUTTER (TYPE MIAMI CURB)	20.00	LF	\$37.00	\$740.00
	CONCRETE SPILLWAY (REINFORCED) (4" THICK)	63.00	SY	\$53.00	\$3,339.00

Total Bid Price: \$1,454,638.20



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	The Town Of Dundee	Contact:	Erica Anderson
Address:	202 East Main Street, PO Box 1000 Dundee, FL 33838	Phone:	(863) 438-8330
		Fax:	(863) 438-8338
Project Name:	Road Paving Of Camp Endeavor Blvd. & Lincoln Ave.	Bid Number:	26-0035
Project Location:		Bid Date:	1/21/2026
Addendum #:	Rev 3		

Notes:

Not Included in Proposal:

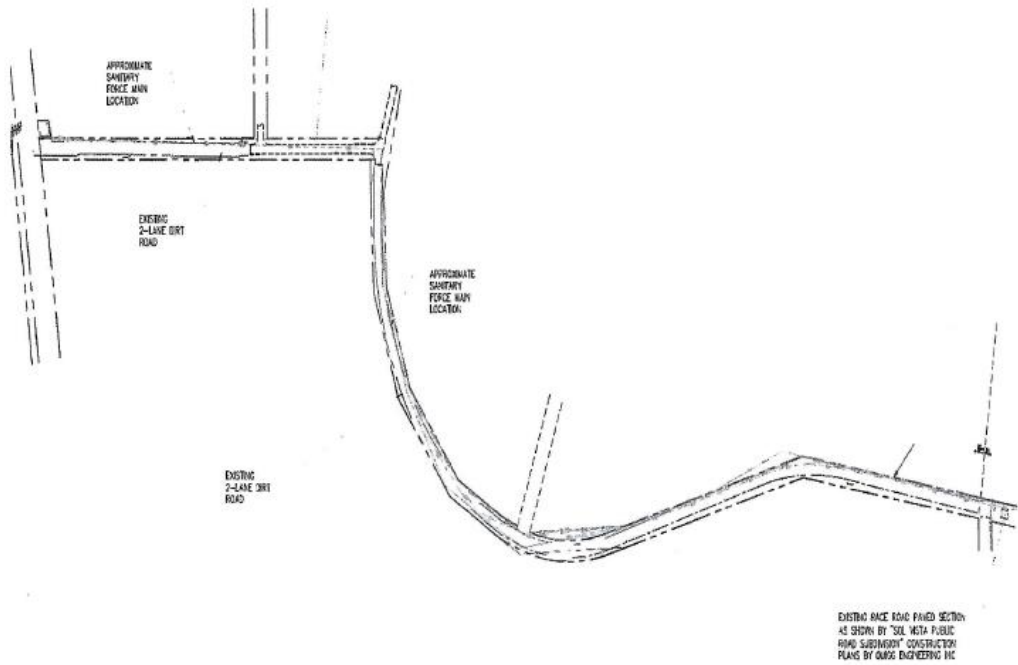
- Permits, SWPPP Permits, And Permit Fees
- Soil Testing, Concrete Testing, And CEI Certification & Inspection
- Landscaping & Irrigation
- Tree Protection/Pruning/Relocation
- Dumpster Pad Enclosure Wall
- Retaining Walls, Footers, And Excavation/Backfill Of Footers
- Asbestos Removal
- Relocation/Repair Of Fence/Gates
- Relocation/Removal/Repair Of Existing Or Unknown Utilities (Except As Listed In Proposal)
- Well Abandonment
- Relocation/Removal/Repair Of Power Poles Or Guy Wires
- Excavation/Backfill Of Building Foundation And/Or Footers
- Removal Of Muck/Contaminated/Unsuitable Soils Or Materials
- Over Excavation
- Project Identification Sign
- Storm Sewer System
- Potable Water System
- Fireline Water System
- Relocate Power Poles
- Materials / Work / Services not indicated or listed.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Tucker Paving, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Alejandro Sevilla 863-299-2262 asevilla@tuckerpaving.com</p>
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Our firm understands that the Town of Dundee seeks a qualified contractor to provide turn-key roadway paving services for Camp Endeavor Boulevard and Lincoln Avenue in full compliance with RFP 25-05, Rayl Engineering's August 2024 plans, and all applicable standards. The project includes complete roadway preparation and construction activities such as clearing, grading, subgrade and base preparation, asphalt paving, shoulder construction, restoration, sodding, striping, traffic maintenance, erosion control, and public safety measures, all to be delivered within the required 60-business-day performance period following Notice to Proceed. We acknowledge responsibility for obtaining all necessary permits, maintaining coordination with Town staff and the project engineer, ensuring continuous access and safety for the public, and delivering durable, high-quality work on a lump-sum basis with minimal community disruption and full adherence to schedule, quality, and regulatory requirements.

One exception to the requirements is completion of the project within 60 Days. Our Material Procurement will make this impossible.

EXHIBIT -A-



CERTIFICATION OF DRUG-FREE WORKPLACE

LARRY TUCKER III (“Undersigned”), certify that:

- (1) Undersigned is President (insert job title) and duly authorized to act on behalf of the Vendor Tucker Paving Inc that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Vendor, Tucker Paving Inc
_____, acknowledges, understands, and complies fully with the above requirements.

DATE: 01/20/2026 NAME OF ENTITY: TUCKER PAVING INC

PHONE/FAX: 863-299-2262

ADDRESS: 5658 LUCERNE PARK RD WINTER HAVEN FL 33881

SIGNATURE:  _____

PRINT NAME: LARRY TUCKER III

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I LARRY TUCKER III ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is President (insert job title) of TUCKER PAVING INC (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

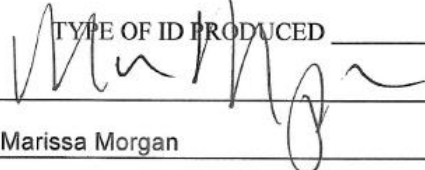
THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

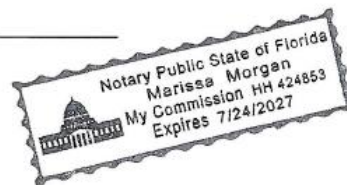
SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 DAY OF January, 20 26

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: 

PRINT: Marissa Morgan



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name Tucker Paving Inc

Signature  Date: 01/20/2026

Printed Name LARRY TUCKER III

Title President

PRIVATE PROVIDER FIRM _____

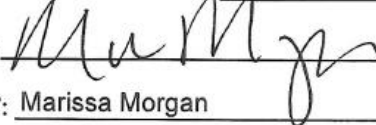
THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

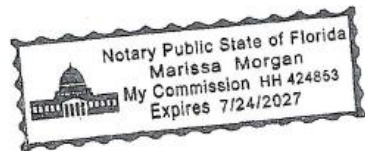
SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 DAY OF January, 20 26

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: 

PRINT: Marissa Morgan





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214937-984127

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner Jr, Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of October, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of JANUARY, 2026



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

AIA[®] Document G703™ – 1992 Instructions

Continuation Sheet

GENERAL INFORMATION

Purpose and Related Documents. AIA Document G703™, Continuation Sheet, is to be used in conjunction with AIA Document G702™, Application and Certificate for Payment, or AIA Document G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Documents A201™, General Conditions of the Contract for Construction, and A232™, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING G703-1992

Heading. This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, whichever is applicable.

Columns A, B and C. These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required. Column C should be sub-totaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D. Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E. Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

Column F. Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period).

Column G. Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H. Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I. This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders. Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 or G732 form, whichever is applicable.

Construction Change Directives. Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 of AIA Document A201 or Section 7.3 of AIA Document A232.

The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Net In-Date)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (if variable rates)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	9,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11	GRAND TOTAL	105,000	20,000	10,000	10,000	40,000		65,000	

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AIA[®] Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(F variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	%					
							(G + C)		
GRAND TOTAL									

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AIA[®] Document G702[™] – 1992 Instructions

Application and Certificate for Payment

GENERAL INFORMATION

Purpose and Related Documents. AIA Document G702[™]–1992, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703[™], Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201[™], General Conditions of the Contract for Construction.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING G702

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

EXECUTING THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

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AIA[®] Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: Distribution to:
 PERIOD TO: OWNER
 CONTRACT FOR: ARCHITECT
 CONTRACT DATE: CONTRACTOR
 PROJECT NOS: / / FIELD
 OTHER

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: _____ Date: _____
 State of: _____
 County of: _____ day of _____
 me this _____

Notary Public:
 My commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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FROM CONTRACTOR: VIA ARCHITECT:
 CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. NET CHANGE BY CHANGE ORDERS \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____

5. RETAINAGE:
 a. _____ % of Completed Work
 (Column D + E on G703) \$ _____
 b. _____ % of Stored Material
 (Column F on G703) \$ _____

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ _____

6. TOTAL EARNED LESS RETAINAGE \$ _____
 (Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 minus Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this month	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	\$ _____

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References				
Name	Address	Phone Number	Contact	Email
Whitehead Construction	601 6th st sw winter haven fl	863-293-6473	Bari Fulton	Bari@whiteheadconstruction.com
Choate Construction	2907 Providence Rd, Suite 400 Charlotte NC	704-556-0550	Cindy Tomcik	Ctomcik@choatasc.com
Polk County Roads & Drainage	3000 Sheffield Rd Winter Haven fl 33880	863-535-2200	Jose Fernandez	josefermandez@polk-county.net



5658 Lucerne Park Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

Tucker Paving, Inc. is a turn-key sitework, paving, and concrete contractor specializing in industrial, commercial, private, and residential sitework. Tucker Paving, in Winter Haven, Florida has been serving the area for over 29 years. We currently hold a State Certified Class "A" General Contractor's License along with a State Certified Underground Utilities License and a Class V State Fire Line License.

- **Services Offered:**
 - Sitework, underground utilities, base, asphalt, concrete, hauling, and recycled aggregate.
- **Employees and Equipment:**
 - 410 team members
 - Our experienced in-house personnel self-perform the work, assuring enhanced safety, schedule oversight, and cost control. Our staff includes estimators, project managers, superintendents, operators, pipe, earthwork, asphalt crews, and full time Director of Safety.
 - Equipment fleet comprised of 131 pieces of company owned equipment.
- **Bonding Capacity:**
 - Ability to bond single projects in excess of \$50,000,000 with an aggregate limit of \$80,000,000.
- **Safety:**
 - Experience Modification Rating of .61 for 03/10/2024 – 02/01/2025.
- **Client Base:**
 - We work for state and local governments as well as private developers, general contractors, theme parks, and national home builders. Projects range in size from \$20,000 - \$ 30,000,000.
- **Florida Department of Transportation:**
 - FDOT prequalified contractor with bid capacity of 202,300,000.

Exhibit B

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

[Name of Vendor]: TUCKER PAVING INC

Executed this 20 day of JAN, ~~2025~~ 2026

By: [Signature]
Name: LARRY TUCKER III
Title: President

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 20 day of Jan, ~~2025~~ 2026 by Larry Tucker III, as President of Tucker Paving Inc., who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

[Signature]
Notary Public Signature
Print Notary Name: Marissa Morgan
My commission expires: 7/24/27

A5

