

**FIRST AMENDMENT
TO THE
BY-LAWS
OF
C.A.C. INDUSTRIES INC.**

The By-laws (the “By-laws”) of C.A.C. Industries Inc., a New York corporation (the “Corporation”), are amended effective May 1, 2024 pursuant to the Consent Resolutions of the Sole Shareholder of the Corporation dated May 1, 2024, as follows:

1.) Article III Section 2 of the By-laws is hereby amended by deleting it in its entirety and replacing it with the following:

“Section 2. Number and Qualification – The number of directors constituting the entire Board shall not be less than three nor more than five, as fixed by resolution of the shareholders entitled to vote for the election of directors. Unless and until a different number shall be so fixed within the limits above specified, the Board shall consist of four (4) directors.

Each director shall be at least 21 years of age. A director need not be a shareholder, a citizen of the United States or a resident of the State of New York. No later than June 30, 2024 and at all times thereafter, the Board shall include at least one Independent Director. No later than April 30, 2026 and at all times thereafter, the Board shall include at least two Independent Directors. An “Independent Director” shall be any person who (a) is not a family member of Michael A. Capasso; (b) is not a current or former employee of the Corporation; (c) has not received any fees for services from Michael A. Capasso or the Corporation during the 12 months immediately preceding his/her appointment (except fees for serving as a director); and (d) is not an individual who has a relationship with Michael A. Capasso or the Corporation, either personally or through his or her affiliate, which in the opinion of the shareholders will affect the person’s ability to exercise his or her independent judgment as a director.

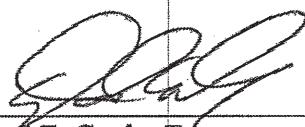
2.) Article III Section 10 is hereby amended by deleting it in its entirety and replacing it with the following:

“Section 10. Compensation of Directors – Independent Directors may receive a fee for their services as directors and for travel and other out-of-pocket expenses incurred in attending any regular or special meeting of the Board of Directors. The fee may be a fixed sum to be paid for attending each meeting of the board of directors or a fixed sum to be paid monthly, quarterly or semi-annually, irrespective of the number of meetings attended or not attended. The amount of the fee, if any, and the basis on which it shall be paid shall be determined by the Board of Directors from time to time.

Nothing herein contained shall preclude any Director from serving the Corporation in any other capacity and receiving compensation for such services."

Attest:

Richard E. Gavin, Treasurer



2





Proposer/Design-Builder



Designer



Tunnel Lining Subcontractor



Scheduling Subcontractor



Quality Subcontractor



TEAMING AGREEMENT



CAC
INDUSTRIES, INC.

AECOM

DESIGN TEAMING AGREEMENT

THIS DESIGN TEAMING AGREEMENT (the “**Agreement**”) is entered into and made effective as of the 10th day of October, 2024, by and between C.A.C. Industries, Inc. with its principal place of business at 54-08 Vernon Boulevard New York, New York 11101 (“**DESIGN-BUILDER**”) and AECOM USA, Inc., with its principal place of business at 605 Third Avenue, New York, New York 10158 (“**Designer**”). **DESIGN-BUILDER** and Designer may each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the Department of Design and Construction, (the “**Owner**”) issued a request for qualifications (“**RFQ**”) soliciting statements of qualifications from qualified teams to provide design and construction services on Refurbishment of 23 deep sewer manholes in Brooklyn (the “**Project**”);

WHEREAS, **DESIGN-BUILDER** is an experienced contractor and desires to respond to the RFQ and provide a statement of qualifications to perform the solicited design and construction services and subsequently, to submit a proposal (the “**Proposal**”) in response to any ensuing Request for Proposals (“**RFP**” and, together with the RFQ, the “**Solicitation**”);

WHEREAS, Designer is an experienced firm providing design services on similar projects and desires to respond to the RFQ and/or RFP to provide the solicited design services (the “**Design Services**”);

WHEREAS, the Parties acknowledge mutual benefit in having Designer work with **DESIGN-BUILDER** and desire to form a team where **DESIGN-BUILDER** proposes to enter the Design-Build Agreement (the “**Prime Contract**”) with the Owner and Designer will work with **DESIGN-BUILDER** as a dedicated subcontractor for the supply of Design Services for the Project;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, it is hereby agreed as follows:

1.0 RELATIONSHIP OF THE PARTIES

1. During the term of this Agreement the Parties shall be independent contractors. Designer shall use efforts consistent with the Standard of Care to assist **DESIGN-BUILDER** by providing information, pricing, and design services as reasonably required by **DESIGN-BUILDER** in the development of the Proposal for the Owner. Except as may be expressly authorized in writing, no Party is authorized to act, or to make commitments, representations, warranties or agreements, on behalf of the other, and the Parties each agree not to hold themselves out as having such authority.



2. In the event DESIGN-BUILDER is shortlisted for the Project, the Parties shall, subject to approval of the Owner and the requirements of the Prime Contract, use reasonable efforts and negotiate in good faith to agree upon the terms of and to execute a subcontract between Designer and DESIGN-BUILDER (the “Subcontract”) for Design Services prior to submittal of the Proposal. The Subcontract shall be subject to applicable laws, regulations, and mandatory terms of the Owner and the Prime Contract, and mutual agreement on pricing and other subcontract terms and conditions. If agreement cannot be reached within a reasonable time, except as otherwise stated herein and except for any payments due under this Agreement that remain unpaid, neither Party shall have any further obligation under this Agreement.
3. Designer will not subcontract or commit to subcontract any portion of the Design Services to a third party without obtaining the advance approval of the subcontract teaming agreement arrangement by DESIGN-BUILDER, which shall not be unreasonably withheld.
4. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, consortium or formal business entity of any kind.
5. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of the Parties, except as may be provided for in any resultant Subcontract agreed to between Designer and DESIGN-BUILDER.
6. As and when reasonably requested by DESIGN-BUILDER from time to time, Designer will provide DESIGN-BUILDER with pertinent information regarding Designer's financial position, quality program, bonding capacity, insurance policies and coverages and other aspects of Designer's qualifications to perform the Design Services. In addition, Designer agrees to report or otherwise forward any updates thereto to the extent said information should materially change during the course of the relationship hereunder.

2.0 REPRESENTATIONS

1. Each Party represents and warrants that it is duly organized and licensed to conduct business as necessary to perform services as required by the Solicitation, to the extent anticipated to be contracted to it under this Agreement. Furthermore, if the Solicitation or the resulting Prime Contract or Design Subcontract describes services to be performed by a Party which require such Party and/or its employees to be professionally licensed in a particular state(s) or jurisdiction(s), that Party represents and warrants that it and its employees providing such services will be properly licensed prior to undertaking to perform such services.
2. Each Party certifies that it has the financial resources and credit capacity to undertake the services described in the Solicitation, to the extent anticipated to be contracted to it under this Agreement, without assistance from the other Party.

3.0 OBLIGATIONS OF THE PARTIES

1. DESIGN-BUILDER shall prepare and submit the Proposal to the Owner for the Project in accordance with the stipulations of the solicitation documents issued by the Owner, integrating therein the information and data provided by Designer. DESIGN-BUILDER shall consult with Designer on decisions affecting the Design Services content of the Proposal, but the ultimate responsibility for the content of the Proposal shall rest with DESIGN-BUILDER. Designer will have the right to review the Proposal and shall be provided with a copy of the Proposal for its records. All contact by Designer with the Owner pertaining to the Proposal will be made through, or with the prior written consent of DESIGN-BUILDER.
2. Designer will be the lead designer for the Project and provide pre-bid Design Services as directed by DESIGN-BUILDER.
3. The Parties agree that their relationship to each other with respect to the Design Services shall be exclusive. Neither Party, nor any affiliates of either Party, shall submit a proposal, bid for the Design Services for the Project (or any portion thereof), separately or with others, nor take any action or make any agreement or representation inconsistent with the joint efforts described in this Agreement. Notwithstanding the foregoing or anything else in this Agreement to the contrary, and for the avoidance of doubt, it is understood that DESIGN-BUILDER and its affiliates may contract with other subcontractors or consultants for the performance of construction services in connection with the Project that are not within the Designer's scope. Designer is not responsible for the supervision or direction, or the quality, adequacy, suitability, completeness or timeliness of any design or other services performed or provided by any designers or subconsultants not under direct contract with the Designer. Consistent with the Standard of Care, Designer shall exercise reasonable care, skill and diligence in coordinating its services with those of other designers and subconsultants engaged directly or indirectly by the DESIGN-BUILDER.
4. Each Party shall bear all of its own risks and liabilities and all of its own costs and expenses (including labor, travel and third-party costs) arising out of the work effort required for the preparation of the statement of qualifications, which efforts shall be commercially reasonable for projects of similar magnitude and complexity and shall include estimating of Designer's costs for the performance of the Design Services, the negotiation of the Subcontract and related discussions with the Owner regarding the Proposal, presentations to the Owner during the Proposal phase and the negotiation of the Prime Contract, and providing any and all other information as may be requested or required by DESIGN-BUILDER or the Owner, as the case may be, relating to the experience and qualifications of Designer and its subconsultants and/or subconsultants and/or the pricing of the Design Services and/or the means and methods for the performance of the Design Services.
5. As part of its obligations under this Agreement, DESIGN-BUILDER shall provide Designer with a list of deliverables and Designer shall submit to DESIGN-BUILDER a cost estimate

for the Proposal preparation Design Services no later than two (2) weeks after the Request for Proposal has been released; a preliminary cost estimate for the Post-award Design Services no later than two (2) weeks thereafter, and a final estimate for post-award Design Services no later than two (2) weeks prior to the due date, which shall include accurate and current cost and pricing data in sufficient detail to permit costing of the Prime Contract. While Designer shall endeavor to adhere to the preceding schedule, DESIGN-BUILDER acknowledges and agrees that Designer may be delayed to the extent any addenda or the like are issued by the Owner during the process. Cost format and work breakdown structure, with supporting documents, shall be as reasonably specified by DESIGN-BUILDER.

6. Designer agrees that it shall perform its obligations under this Agreement in accordance with the skill and care followed by members of the applicable professional discipline currently practicing under similar circumstances in the same area at the same time ("Standard of Care"). It is agreed and understood that Designer is providing professional design services and that no warranties, either express or implied are created by this Agreement, including but not limited to the express or implied warranties of fitness for a particular purpose or merchantability, and any other express or implied warranties created by the Uniform Commercial Code DESIGN-BUILDER understands this exclusion, and agrees to waive any and all claims, demands, remedies, and/or causes of action for the breach of any and all express and implied warranties against Designer, Designer's subconsultants, and their respective officers, directors, employees, agents, representatives, subsidiaries, affiliates, and parent companies. Notwithstanding the foregoing, during the proposal phase of the project, Design-Builder will seek Designer's input on the warranties to be contained in the prime contract with Owner that will be binding on Designer, but only to the extent covered by an applicable insurance policy as further detailed in Paragraph 5 of the attached Term Sheet.
7. Designer will indemnify and hold DESIGN-BUILDER harmless from third party claims of loss or damage for bodily injury or property damage to the proportional extent caused by Designer's negligence or willful misconduct.
8. DESIGN-BUILDER acknowledges and agrees that Designer does not guarantee or warrant that the designs it provides can be constructed within any guaranteed maximum price (GMP), contract budget, fixed price, or other estimated or bid value. DESIGN-BUILDER acknowledges and agrees that the design and plans prepared and delivered by Designer for DESIGN-BUILDER's Proposal were preliminary in nature, not fully detailed, subject to change, and not ready for construction. DESIGN-BUILDER shall establish an overall budget for the Project based on consultation with Designer ("Construction Budget") which shall include Owner's costs for the Project, exclusive of overhead and profit. DESIGN-BUILDER shall include appropriate contingencies in its price proposal in light of the preliminary nature of the Proposal phase Design Services. DESIGN-BUILDER is responsible for performing all quantity takeoffs and cost estimating for purposes of developing the price Proposal. In performing the Proposal phase Design Services, Designer will apply and meet the Standard of Care and requirements of the RFP and Designer shall be responsible for its failure to meet that standard. The Designer shall assist DESIGN-BUILDER, prior to submission of the Proposal, in preparing a "Design Risk Assessment"

(attached as Exhibit 1) which shall identify specific elements of work in the Proposal phase design drawings that the parties anticipate may increase or decrease based on design progression and final plans approval, along with potential percentage increases or decreases for those elements, for the purpose of aiding the DESIGN-BUILDER in establishing an appropriate bid quantity contingency. If the actual quantities ultimately determined to be required for an item in the final design exceed DESIGN-BUILDER's estimated bid quantities for that item, Designer and DESIGN-BUILDER will collaborate to bring the final design quantities back in line with applicable bid quantities to the extent possible while remaining compliant with the Prime Contract with the Owner and the Standard of Care. Designer and Designer's subconsultants shall not be deemed to have made any warranties, express or implied, under this Agreement or otherwise, in connection with the Design Services of Construction Budget other than the obligation to perform in accordance with the Standard of Care. To the extent caused by Designer's failure to perform to the Standard of Care, Designer shall perform any necessary redesigns at no cost to DESIGN-BUILDER in order to meet the Construction Budget and schedule of the Prime Contract. If necessary redesigns are required for any other reason except for Designer's failure to perform to the Standard of Care, such work shall be performed by Designer as an additional service to be compensated for in accordance with Article 4 below. If any proposed changes or refinements in design have an effect on the Construction Budget, Designer shall promptly report same to DESIGN-BUILDER.

9. Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that the nature of the design-build method of project delivery is such that (i) DESIGN-BUILDER based its proposal price on preliminary plans and specifications; (ii) DESIGN-BUILDER will construct the Project using final plans and specifications that will differ from the preliminary plans and specifications. Designer shall be liable for schedule, cost, and other impacts ("Impacts") caused by design issues only to the extent such Impacts are the result of a deviation from the Standard of Care set forth herein in the performance of Designer's Services. Notwithstanding the above, Designer shall be responsible for schedule and associated cost impacts for Designer's inability to achieve the mutually agreed upon schedule between Designer and DESIGN-BUILDER. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Designer is liable for Impacts or for any other construction phase change.
10. Drawings, specifications, and other documents, including those in electronic format, prepared by Designer, are Designer's work-product and are solely for use on this Project during the pre-proposal phase ("Pre-Proposal Design Documents"). Designer shall be deemed the author and owner of the Pre-Proposal Design Documents, and will retain all common law, statutory and other reserved rights, including but not limited to those protected by the Federal Copyright Act. Designer grants DESIGN-BUILDER, upon proper payment, a non-exclusive license to use the Pre-Proposal Design Documents solely for the purpose of providing same to the Owner for consideration of the award of the Project. DESIGN-BUILDER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Designer. DESIGN-BUILDER may only use Designer's Pre-Proposal Design Documents for the purposes of construction, operation, modification, and maintenance of the Project if

Designer is engaged for the post-award design phase. In like manner DESIGN-BUILDER will be deemed the author and owner of the Pre-Proposal Documents prepared by DESIGN-BUILDER, and will retain all common law, statutory and other reserved rights, including but not limited to those protected by the Federal Copyright Act.

4.0 COMPENSATION AND PAYMENT

1. DESIGN-BUILDER shall pay Designer for its services under this Agreement as follows:
 - a. An estimate of the pre-Proposal Design Services shall be submitted no later than two (2) weeks after the RFP is released to DESIGN-BUILDER in accordance with Article 8.0 "Obligations of the Parties" subparagraph 6.0.
 - b. [REDACTED] times actual salaries, plus all normal other direct costs (ODC). The multiplier shall be applied to the rates provided within Exhibit 2 of this Teaming Agreement.
 - c. DESIGN-BUILDER will reimburse Designer for the Proposal preparation phase cost as follows: Proposal preparation and design services costs will be invoiced every 30 days during the Proposal preparation phase as funds are expended. Designer will provide DESIGN-BUILDER with detailed backup, including certified payrolls, with each request for payment. Payment to Designer will be due within 45 days of invoice receipt by DESIGN-BUILDER.
2. DESIGN-BUILDER acknowledges that the reimbursement provided for in this Agreement does not reflect the full value of Designer's participation in the team pursuit of the Project. DESIGN-BUILDER recognizes that the value of Designer's participation includes its technical capabilities, client goodwill, intellectual property and other valuable intangible assets essential to securing the award of the Project. In consideration of these assets, DESIGN-BUILDER agrees to pay Designer a "Success Fee" calculated by multiplying the total direct labor costs for all Services performed under this Agreement times [REDACTED]. DESIGN-BUILDER acknowledges that this Success Fee shall be earned upon announcement of award, be paid within 30 days following DESIGN-BUILDER executing the contract for the Project with the Owner and receipt of an invoice from Designer by DESIGN-BUILDER. This section will survive the replacement of this Agreement by the Subcontract as contemplated herein.

5.0 CONTRACT NEGOTIATIONS

1. Designer agrees to assist DESIGN-BUILDER, after submission of the Proposal, in providing any additional information and data required to assist the Owner in its evaluation of the Proposal, and shall participate, as reasonably required by DESIGN-BUILDER, in any negotiations, presentations, additional submittals, or the like deemed necessary or advantageous by DESIGN-BUILDER in securing the award of the Prime Contract.
2. Designer shall be solely responsible for the accuracy and completeness of any and all cost and pricing for the Design Services as may be required by or submitted pursuant to this

Agreement. In addition, each party shall be solely responsible for the accuracy and correctness of any representations and certifications prepared by it and submitted to the Owner in connection with the Proposal, and each party shall release, indemnify and hold the other harmless against any and all liability or loss which may arise in connection with such representations and certifications.

3. Designer agrees that the Subcontract for the Design Services shall include the terms listed in the Term Sheet attached hereto and fully incorporated by reference herein as a key term to this Agreement. Upon execution, the Subcontract shall be the controlling agreement between the Parties with regard to all services provided to the Owner. However, the scope of Design Services and other terms and conditions of this Agreement shall be used to evaluate if Designer complied with the terms of this Agreement, including the Standard of Care obligation.

6.0 CONFIDENTIAL INFORMATION

1. The Parties, to the extent of their respective rights and abilities to do so, shall exchange such technical and confidential information and data as are reasonably required of each to perform its part of this joint effort, subject to any confidentiality obligations to third parties. Each Party agrees to keep in confidence and to use the same degree of care as it uses with respect to its own confidential information to prevent the disclosure to third parties of all such confidential technical and trade secret information and other confidential business information (“**Confidential Data**”) received from the other Party under this Agreement, if such Confidential Data is disclosed in writing and designated by an appropriate stamp or legend by the disclosing Party to be of a proprietary nature. Such restrictions shall not apply, however, to the extent such Confidential Data: (a) was in the public domain at the time of disclosure or later comes into the public domain; or (b) was known to the receiving Party at the time of disclosure; or (c) is authorized for disclosure by the written approval of the transmitting Party; or (d) is obtained by the receiving Party from a third party without restriction as to the use or disclosure of the Confidential Data; or (e) is independently developed by the receiving Party without recourse to any Confidential Data provided under this Agreement. The foregoing restrictions shall cease to apply upon the expiration of six (6) years from the date of this Agreement. The provisions of this agreement shall not limit either Party’s right to use in accordance with the terms under which it is received any information disclosed by a third party who the receiving Party does not know or have reason to know to have received such information directly or indirectly from the other Party hereto under an obligation prohibiting such disclosure. In the event a Party receives a subpoena or other administrative or judicial process requesting Confidential Data of the other, such party shall promptly notify the other and allow it to defend against such demand. Unless the demand shall have been timely limited, quashed or extended by the other Party, the Party receiving such subpoena or demand shall thereafter be entitled to comply with such demand to the extent permitted by law: provided, however, that such party shall at all times also be entitled to comply with such demand upon the advice of competent legal counsel.

2. With written approval from Designer, Designer's Confidential Data may be disclosed to appropriate representatives of the Owner for Proposal evaluation purposes and may be used in connection with the submission of the Proposal. Upon execution of the Subcontract, the terms thereof shall govern with respect to subsequent use or disclosure of Designer's Confidential Data.
3. Upon termination of this Agreement, Confidential Data shall be promptly returned to the disclosing Party upon request. All Confidential Data furnished hereunder may be destroyed by the custodian of such Confidential Data thirty (30) days following termination of this Agreement, if the return of such Confidential Data was not requested prior to such destruction. The recipient of any Confidential Data under this Agreement may retain, in its law or patent department files, one copy of Confidential Data transmitted pursuant to this Agreement solely for purposes of determining compliance with this Agreement. It is agreed that no license to any patents or other intellectual property of either Party is granted by this Agreement or by any discussions or confidential business data and/or proprietary data or any other information supplied hereunder.

7.0 TERMINATION OF AGREEMENT

Unless extended by mutual written agreement of the Parties, this Agreement shall automatically expire upon the happening of any of the following events, whichever shall first occur:

1. Determination by the Owner that it will not award the Prime Contract to DESIGN-BUILDER by reason of cancellation of the solicitation or other official Owner action;
2. The award of the Prime Contract to a third party;
3. The failure of the Parties to reach mutual agreement on the terms of the Subcontract;
4. Disapproval by the Owner of Designer as a subcontractor - provided, however, if the Owner requests changes in the Subcontract, this Agreement shall not be deemed terminated unless DESIGN-BUILDER and Designer fail to reach a timely agreement to effect such changes;
5. Execution of the Subcontract;
6. Mutual agreement between the Parties;
7. Elapse of one year from the date of this Agreement without award to DESIGN-BUILDER of the Prime Contract for the Project - provided, however, that if a Proposal has been submitted and is under consideration by the Owner upon the expiration of such period, this Agreement shall continue in force until terminated pursuant to one of the foregoing conditions.
8. Either party may terminate this Agreement without cause by providing written notice to the other Party within fourteen (14) days of the issuance of the RFP. Upon such termination, the terminating party shall not pursue the Project, either alone or with or through other parties.

The Parties hereto agree that the provisions hereof which, by their nature, are intended to survive termination of this Agreement (including, without limitation, the confidentiality obligations, the

exclusivity obligations, any indemnities and any releases from assumptions of and limitations on liability) shall continue in full force and effect in accordance with the terms hereof.

In the event of a termination pursuant to Article 7 subsections 1-7, then each party shall continue to be subject to the exclusivity obligations contained herein. In the event of a termination pursuant to Article 7 subsection 8, the party who elected to terminate this Agreement shall be subject to the exclusivity obligations contained herein and the non-terminating party shall not be subject to the obligations contained herein.

Both Parties acknowledge pursuits of this nature are expensive and require the best efforts of their respective companies. If DESIGN-BUILDER or Designer terminate this Agreement after fourteen (14) days from the date the RFP is released by the Owner, the party terminating the Agreement shall reimburse and/or pay the non-terminating party for their services provided up to the effective date of termination. DESIGN-BUILDER shall reimburse and/or pay Designer for all Design Services provided up to the effective date of termination [REDACTED]

[REDACTED] plus Designer's subconsultants' [REDACTED] plus Designer's and Designer's subconsultants' reasonable expenses incurred during the pursuit, less any amounts previously paid under this Agreement. If Owner, exclusively within its judgment, considers the Proposal to be non-compliant for reasons beyond the responsibility of Designer, DESIGN-BUILDER shall reimburse Designer at a [REDACTED] consistent with the preceding, but only to the extent caused by DESIGN-BUILDER's negligence. If Owner, exclusively within its judgment, considers the Proposal to be non-compliant for reasons beyond the responsibility of DESIGN-BUILDER, Designer shall reimburse DESIGN-BUILDER for its costs in performing its services in preparing the estimate and the proposal, but only to the extent caused by Designer's failure to comply with the Standard of Care.

8.0 MISCELLANEOUS

1. Any publicity or advertising in connection with the Project or the Prime Contract shall not be released by one Party if such release mentions the name of the other Party without the prior written consent of that other Party. Neither Party shall unreasonably withhold such consent.
2. Neither Party shall be precluded from revealing the contents of this Agreement to the Owner. The Parties agree that governmental agencies may compel disclosure of this Agreement.
3. This Agreement shall be governed by and interpreted under the laws of the State of New York, without regard to its provisions concerning conflicts of laws.
4. This Agreement contains the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written agreements, commitments, understandings or communications with respect to the subject matter hereof.

5. Neither Party may assign its rights or responsibilities under this Agreement to any entity other than their affiliates or subsidiaries without the prior written consent of the other Party. Notwithstanding such consent, the assigning Party shall remain responsible for the performance of the applicable terms of this Agreement by its assignee, unless otherwise agreed at the time of such assignment. The Parties agree to look solely to each other with respect to performance of this Agreement. Except as otherwise expressly provided, this Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third party, and no third party shall be deemed a third-party beneficiary.
6. No subsequent modification of this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized officer of the Party sought to be bound thereby.
7. The failure of either Party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part thereof, or the right of either Party thereafter to enforce each and every provision.
8. In no event shall either Party have any obligation or liability to the other nor shall any remedy be available to either Party, except as expressly written herein.
9. The scope of this Agreement is confined solely to proposal preparation and related activities in connection with the Project, and the provisions hereof shall have no application to work which may be performed by Designer under any other agreement with DESIGN-BUILDER or its principals and affiliates. In this connection, it is specifically understood with respect to such work that the terms of such other agreement shall govern and solely apply.
10. Neither Party shall be liable to the other Party for any indirect, incidental, special or consequential damages, however caused, (including, without limitation, loss of profits or loss of business opportunity) whether as a consequence of the negligence of the one Party or otherwise. This limitation shall survive termination of this Agreement, including supersession by the Subcontract (if applicable).
11. Designer's liability for any claims, losses, or damages arising from this Agreement or the services provided under this Agreement, and on any theory of liability, whether in contract, strict liability, tort, negligence, or otherwise, is limited to [REDACTED] [REDACTED] however, such limitation does not include any costs for which Designer would need to pay DESIGN-BUILDER for DESIGN-BUILDER's estimating costs for terminating this Agreement outside of the 14 day grace period provided under Article 7.0 "Termination of Agreement" provided herein. This limitation of liability with respect to Designer's Services performed under this Agreement shall survive the termination of this Agreement, including its supersession by the Subcontract

(if applicable). The foregoing limitation shall not apply to third party claims for personal injury or property damage.

12. Nothing in this Agreement shall preclude either Party hereto from soliciting or accepting any contract from any third party with respect to projects other than this Project. DESIGN-BUILDER is not obligated to submit any proposal to the Owner by virtue of this Agreement or otherwise.
13. Both Parties agree that no part of any monies paid in connection with this Agreement, shall be paid directly or indirectly to any agent, official or employee of any government or political party or to a candidate for political office. The Parties agree that this Agreement may be subject to public scrutiny and that the Parties may be required to furnish information concerning this Agreement in filings with governmental authorities.
14. In the event that the Parties are unable to reach agreement, or in the event of a dispute regarding any matter covered by this Agreement, all matters at issue shall be referred to the senior executive officers of the Parties for resolution. In the event that the dispute is not resolved through such negotiations, the Parties agree to the exclusive jurisdiction of the appropriate state or federal court in Manhattan, New York, agree to waive their rights to trial by jury, and agree to try any such action before a judge sitting without a jury.
15. Any notice or communication associated with this Agreement shall be in writing and will be delivered in person, by U.S. mail, by overnight courier, by facsimile, or by electronic mail to the attention of the representatives, as listed below. Notices will be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by facsimile or electronic mail will also be simultaneously sent by U.S. mail or by overnight courier. Each Party may change its representative or address for notification purposes by giving the other Party written notice of the name of the new representative or the new address and the date upon which it will become effective:

If to DESIGN-BUILDER:

Name: Jonathan Saukin
Title: General Counsel

E-mail Address:
jsaukin@cacindinc.com

If to Designer:

Name: Wahid Albert, P.E.
Title: Vice President

E-mail Address: wahid.albert@aecom.com

Name: Matthew Renna
Title: Senior Counsel

E-mail Address: matt.renna@aecom.com

16. Headings and titles of articles, sections and other parts and subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement.

17. If any provision of the Agreement conflicts with law or regulation or will be determined to be invalid, such conflict or determination will not affect other provisions of this Agreement that can be given effect without the conflicting provision.
18. Neither Party shall have the right to audit information provided by the other unless Designer is submitting cost reimbursable time and materials for which DESIGN-BUILDER requests associated backup. This limitation shall survive termination of this Agreement.
19. This Agreement may be executed in one or more counterparts. Any single counterpart or combination of counterparts executed by all Parties to this Agreement will constitute a full, complete and binding Agreement. Counterparts may be executed and delivered in original form, via facsimile or electronic scan or PDF file type.

IN WITNESS WHEREOF, this Agreement has been executed by persons who are properly authorized to legally bind their respective organizations. Each Party acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms.

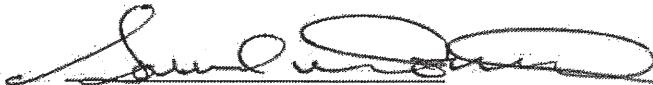
C.A.C. INDUSTRIES, INC.



Signature

Print Name: **Oswald M. Calderon**
Title: **EVP/COO**
Date: **11/6/24**

AECOM USA, INC.



Signature

Print Name: **Samuel Donelson**
Title: **Senior Vice President**
Date: **11/06/2024**

DESIGN-BUILD SUBCONTRACT TERM SHEET

The Parties agree that, as a condition of the Teaming Agreement, this design-build subcontract term sheet (the "Term Sheet") sets forth material terms and conditions that shall be expressly included in the Design Subcontract between DESIGN-BUILDER and Designer. It is not intended to be all-inclusive, and no binding obligations will be created until a definitive agreement is executed and delivered by the Parties.

1. SCOPE OF WORK. In consideration of the fee provided under the Design Subcontract, Designer agrees to advance the initial design/engineering to 100% approved plans and specifications by the Owner and any governmental entity having jurisdiction over the Project, and to provide the services, whether managerial, administrative, supervisory, professional or technical, necessary to complete Designer's services in compliance with the Standard of Care and in compliance with the Design Subcontract and Design Build Contract, as applicable, except as otherwise excluded herein, with the understanding that DESIGN-BUILDER is subcontracting the responsibility and obligations for the design services required to complete the Design Build Contract to Designer (collectively, the "Design Services"), all in accordance with the applicable terms of the Design Build Contract, unless specifically excluded or revised elsewhere herein. To the extent provided by or through DESIGN-BUILDER, Designer is entitled to rely, without liability, on the accuracy and completeness of all design data, investigation reports and other information ("Reference Data"), subject to Designer's reasonable review for verifying the accuracy of such Reference Data in accordance with the Standard of Care. Designer shall promptly notify DESIGN-BUILDER if such Reference Data is incomplete or inaccurate. To the extent Reference Data is provided by Owner, Designer shall be entitled to rely to the same extent unless the Prime Contract otherwise limits Designer's ability to do so. To the extent that technical criteria provided by the Owner are set forth in the Design Build Contract and the Contractor's Contract with the Owner permits reliance thereon, Designer is permitted to rely on the accuracy and completeness of the technical criteria and use it as the basis of its design/engineering. Excluded from Designer's scope of work are those items of design work listed in Exhibit 2.

Except as set forth herein, all services performed under this Agreement shall comply with the applicable requirements of the Design Build Contract. Designer shall comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project, the practices involved in the Project, as well as the Performance and Design Criteria required by the Design Build Contract.

Designer is responsible for the preparation and submission of all required design submittals, and the acceptance of same by the Owner, and Designer is responsible for preparing and submitting designs and submittals with sufficient detail for review and approval by the Owner and any governmental entity having jurisdiction over the Project so that such designs and submittals are approved by the Owner and any governmental entity having jurisdiction over the Project, provided that Designer shall not be liable for any delay or refusal by Owner or any governmental entity to provide acceptance or approval if Designer has satisfied the Standard of Care.

Deviations from, or changes in, the Scope of Work of Design Services constitute additional or reduced services under this Agreement, which may entitle Designer to additional

compensation as provided for in paragraphs 9 and 10 of this Agreement or may entitle DESIGN-BUILDER to a credit for the actual services required to complete the actual Scope of Work required under the Agreement.

2. GENERAL. The recitals above are true and correct and are incorporated herein by reference. Designer acknowledges receipt of a copy of the Design Build Contract which is attached hereto as Exhibit "I," including without limitations the amendments, drawings and specifications found and listed in Exhibit "7." The requirements of the Design Build Contract are specifically incorporated herein and shall be binding upon Designer, but only to the extent such requirements are applicable to the scope of Designer services to be provided by Designer hereunder.

If a conflict or inconsistency exists between any other document, including the Design Build Contract, and the Design Subcontract, the Design Subcontract shall take precedence.

3. COMPENSATION FOR SERVICES. For the performance described in Paragraph 2 and required by the applicable provisions of the Design Build Contract and this Agreement, DESIGN-BUILDER shall pay Designer a lump sum amount, except for engineering services performed during the construction phase, which shall be paid on a time and materials basis. The Contract Price is deemed to include all sales, use, and all other taxes mandated by all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project. Payment shall be made in conformance with the applicable payment provisions in the Design Subcontract.

4. KEY PERSONNEL. Subject to their continuing acceptability to DESIGN-BUILDER, the Designer will identify certain personnel who shall serve in their positions for the duration of the Subcontract. Any replacement of these individuals must be approved in advance in writing by DESIGN-BUILDER, which shall not be unreasonably withheld.

5. STANDARD OF CARE. Designer's Design services shall comply with the care, skill and diligence ordinarily exercised by similar members of the profession providing the same or similar services in the same locale on projects of similar size and complexity ("Standard of Care"). No greater Standard of Care shall be required of Designer, unless a higher Standard of Care is required to be provided under the Design Build Contract and then only to the extent a breach of such Standard of Care would be covered by Designer's applicable insurance policy. Designer makes no warranties, express or implied, under the Design Subcontract or otherwise, in connection with Designer's services, including but not limited to any warranties of suitability or fitness for a particular purpose, unless any such warranties are required to be provided under the Design Build Contract and/or by the applicable Standard of Care and then only to the extent such warranties are covered by Designer's applicable insurance policy.

Designer will correct any errors, omissions or defects in its design, or those resulting from its Subconsultant(s), at its own expense, if such errors, omissions or defects were caused by Designer's or its Subconsultant(s)' failure to satisfy the Standard of Care. Nothing in this Article herein will be construed to limit Designer's obligations under any other Article of this Agreement.

6. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Law, the total aggregate liability of Designer, its affiliates, subconsultants and their respective directors, officers and employees to DESIGN-BUILDER and anyone claiming by, through or under DESIGN-BUILDER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Design Subcontract

from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or [REDACTED]

[REDACTED] The foregoing limitation shall not apply to third party claims for personal injury or property damage or any amounts recovered from a project specific professional liability policy obtained by Designer at DESIGN-BUILDER direction.

7. DELAY RELATED LIQUIDATED DAMAGES. Designer shall be liable for DESIGN-BUILDER's actual damages incurred in the event of Designer's inability to comply with the mutually agreed design schedule, on the critical path for the Project, and not concurrent with other non-Designer caused delays, but only to the extent caused by Designer or those within Designer's control. Designer's total liability to DESIGN-BUILDER for any delay-related damages, including liquidated damages, acceleration costs to make up for any lost time, extended project specific general conditions and escalations [REDACTED]

This limitation for delay damages is a sub-limitation included within the aggregate limitation on Designer's total liability set forth above.

8. CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER DESIGN-BUILDER NOR Designer SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING. This limitation shall survive termination of the Design Subcontract.

9. INSURANCE REQUIREMENTS. The Designer shall satisfy the insurance requirements of the Design-Build Agreement.

10. INDEMNITY. To the fullest extent permitted by law, Designer will indemnify and hold harmless DESIGN-BUILDER, and any other person or entity designated in the Design Build Contract, and the affiliates, officers, directors, members, managers, representatives, attorneys, agents and employees of each of the foregoing (each "Indemnitee" and collectively the "Indemnitees") from and against all claims, demands, causes of action, damages, expenses, costs, losses or liabilities for third-party personal injury and property damage ("Claim" or "Claims") including reasonable attorneys' fees, consultants' fees, court costs and similar costs incurred in connection with any Claim to the proportionate extent caused by any negligent act, error or omission on the part of Designer in connection with the performance of the Design Services.

To the fullest extent permitted by law, DESIGN-BUILDER will indemnify, and hold harmless Designer from and against all Claims including reasonable attorneys' fees, consultants' fees, court costs and similar costs incurred in connection with the Claim to the proportionate extent caused by any negligent act, error or omission on the part of DESIGN-BUILDER in connection with the performance of work under the Design Build Contract.

The foregoing indemnity obligation is not limited by the amount of any available insurance and are in addition to any express or implied indemnity or contribution rights available to any of the indemnitees at law or inequity. To the fullest extent permitted by law, in any and all Claims against any of the indemnitees by any employee of the indemnifying party, any of the indemnifying party's subconsultants or suppliers or anyone for whose acts any of them may be

liable, the indemnification obligations of the indemnifying party under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the indemnifying party under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts. Notwithstanding any other provision in the Agreement or the Design Build Contract, this Section will survive any expiration or termination of this Agreement.

DESIGN-BUILDER acknowledges and agrees that Designer does not guarantee or warrant that the designs it provides can be constructed within any guaranteed maximum price (GMP), contract budget, fixed price, or other estimated or bid value. DESIGN-BUILDER acknowledges and agrees that the design and plans prepared and delivered by Designer for DESIGN-BUILDER's Proposal were preliminary in nature, not fully detailed, subject to change, and not ready for construction. DESIGN-BUILDER shall establish an overall budget for the Project based on consultation with Designer ("Construction Budget") which shall include Owner's costs for the Project, exclusive of overhead and profit. DESIGN-BUILDER shall include appropriate contingencies in its price proposal in light of the preliminary nature of the Proposal phase Design Services. DESIGN-BUILDER is responsible for performing all quantity takeoffs and cost estimating for purposes of developing the price Proposal. In performing the Proposal phase Design Services, Designer will apply and meet the Standard of Care and requirements of the RFP and Designer shall be responsible for its failure to meet that standard. The Designer shall assist DESIGN-BUILDER, prior to submission of the Proposal, in preparing a "Design Risk Assessment" (attached as Exhibit 1) which shall identify specific elements of work in the Proposal phase design drawings that the parties anticipate may increase or decrease based on design progression and final plans approval, along with potential percentage increases or decreases for those elements, for the purpose of aiding the DESIGN-BUILDER in establishing an appropriate bid quantity contingency. If the actual quantities ultimately determined to be required for an item in the final design exceed DESIGN-BUILDER's estimated bid quantities for that item, Designer and DESIGN-BUILDER will collaborate to bring the final design quantities back in line with applicable bid quantities to the extent possible while remaining compliant with the Prime Contract with the Owner and the Standard of Care. Designer and Designer's subconsultants shall not be deemed to have made any warranties, express or implied, under this Agreement or otherwise, in connection with the Design Services of Construction Budget other than the obligation to perform in accordance with the Standard of Care. To the extent caused by Designer's failure to perform to the Standard of Care, Designer shall perform any necessary redesigns at no cost to DESIGN-BUILDER in order to meet the Construction Budget and schedule of the Prime Contract. If necessary redesigns are required for any other reason except for Designer's failure to perform to the Standard of Care, such work shall be performed by Designer as an additional service to be compensated for in accordance with Article 4 below. If any proposed changes or refinements in design have an effect on the Construction Budget, Designer shall promptly report same to DESIGN-BUILDER.

Notwithstanding anything to the contrary in the Design Subcontract, it is understood and agreed that the nature of the design-build method of project delivery is such that (a) DESIGN-BUILDER based its proposal price on preliminary plans and specifications that were incomplete and may contain errors, omissions, conflicts and ambiguities that would have otherwise been corrected under a traditional design-bid-build delivery system; (b) DESIGN-BUILDER will construct the Project using final plans and specifications that will differ from the preliminary plans and specifications; and (c) the Project may experience schedule, cost and other impacts ("Impacts") arising out of DESIGN-BUILDER's reliance on preliminary plans and specifications. Designer shall be liable for Impacts caused by design issues only to the extent such Impacts are the result of a deviation from the Standard of Care set forth herein in the performance of Designer Services. Nothing in this section creates a presumption that, or changes the professional liability standard for determining if, Designer is liable for Impacts or for any other construction phase change.

11. Payment.

- Monthly progress payments shall be made within forty-five (45) days of the date of Designer's invoice.
- Payment shall not be subject to any retention.
- DESIGN-BUILDER shall have the right to withhold amounts from Designer's compensation to offset a valid pending dispute between the parties of which include the Owner on the Project. For valid pending disputes involving only the DESIGN-BUILDER and the Designer, [REDACTED] have the right to [REDACTED]

[REDACTED] In addition, the parties agree to participate in expedited dispute resolution in an effort to resolve disputes pursuant to this paragraph. The parties agree that within thirty (30) days of either party notifying the other, good faith negotiations at senior executive level shall occur. If the dispute cannot be resolved through good faith negotiations, then, following expiration of the 30-day period, either party may immediately thereafter elect to submit the matter to expedited binding arbitration by transmitting a written demand for arbitration to the other party and filing said demand with the entity administering the arbitration. Such arbitration shall be conducted and administered in accordance with the AAA Construction Industry Arbitration Rules Fast Track Procedures in effect at the time of execution, unless otherwise agreed by the parties. The arbitration shall be conducted in the place where the project is located, unless another location is mutually agreed upon. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Unless the parties agree otherwise, no other disputes shall be joined in any arbitration proceeding initiated pursuant to this paragraph. [REDACTED]

- Designer will have the right to suspend its services in the event of non-payment of its undisputed invoices (or portions thereof) within a reasonable period of time after such invoices are due and payable for reasons not the fault or responsibility of Designer provided Designer has provided DESIGN-BUILDER with ten (10) days notice to cure prior to such suspension.

12. Cost and schedule Relief

- *Changes*
 - For potential changes or claims for cost and/or delays due to Owner's action or inaction or for which DESIGN-BUILDER can seek extensions of time and/or cost from the Owner (i.e. force majeure events, changed conditions, 3rd party delays), all such changes or claims shall be submitted 24 hours prior to any deadline notice requirements within the Design Build Agreement. Designer's entitlement to any such change or claim shall be contingent upon meeting said notice requirements. For other changes or claims due to DESIGN-BUILDER for cost and/or delays for which Designer cannot seek reimbursement from the Owner, Designer shall provide notice to DESIGN-BUILDER within forty-eight (48) hours of when Designer becomes aware of such change or claim. Designer's entitlement to any such change or claim shall be contingent upon meeting said notice requirements.
- *DESIGN-BUILDER changes*
 - Designer shall be entitled to cost and schedule relief from the DESIGN-BUILDER for any scope changes and/or delays caused by DESIGN-BUILDER assuming it has met the notice requirements contained herein.
 - Designer shall not proceed with any scope changes until DESIGN-BUILDER and Designer execute a written agreement.
 - If DESIGN-BUILDER and Designer cannot agree on scope and cost of a change order, Designer shall proceed on a time and material basis so as not to impact the schedule.
 - During the pendency of any claim, Designer is obligated to continue to perform under this Agreement.
- *Owner changes*

- Owner scope changes and/or delays to the design shall entitle Designer to cost and schedule relief on a pass-through basis subject to Designer meeting the notice requirements contained herein. Designer's entitlement to time and cost impacts is limited to the time and cost impacts DESIGN-BUILDER receives from Owner.
- *Other excusable delays*
 - Any entitlement under this section shall be contingent on Designer meeting the notice requirements as provided herein.
 - Designer shall not be responsible for unforeseen events and circumstances and delays beyond its control (including but not limited to force majeure events; discovery of hazardous materials or differing and unforeseeable site conditions; permit approval delays; excessive submittal reviews or comments, and delays caused by governmental agencies or authorities, utility companies or other third parties), all of which shall entitle Designer, to the extent recoverable under the Design Build Agreement, to schedule relief under the Design Subcontract, and cost relief on a pass-through basis.
- *Other change management issues*
 - Any entitlement under this section shall be contingent on Designer meeting the notice requirements as provided herein.
 - Designer and DESIGN-BUILDER will agree on the basis of the design (manual, documents, or other materials) on which DESIGN-BUILDER's Proposal was submitted to the Owner and define it in the Design Subcontract (the "Basis of Design").
 - DESIGN-BUILDER may submit Designer's change order requests to the Owner separately from any other change order requests that DESIGN-BUILDER may also be submitting to the Owner.
 - For disputes between Designer and DESIGN-BUILDER involving the Owner: Designer shall be bound by the dispute resolution procedures under the Design Build Contract. Notwithstanding the foregoing, Designer shall proceed with the change order work while it is being negotiated so as not to impact the schedule. If DESIGN-BUILDER and Designer cannot agree on scope and cost of a change order, Designer shall proceed with the change order work and initiate the dispute resolution procedures under the Design Build Contract.
 - For disputes strictly between Designer and DESIGN-BUILDER: If Designer and DESIGN-BUILDER are unable to agree on the scope, breadth, or cost of any proposed changes, then Designer will have the right to invoke the Subcontract's dispute resolution mechanism. Notwithstanding the foregoing, Designer shall proceed with the change order work while it is being negotiated so as not to impact the schedule. If DESIGN-BUILDER and Designer cannot agree on scope and cost of a change order, Designer shall proceed on a time and material basis so as not to impact the schedule.
 - [REDACTED]

In addition, Designer and DESIGN-BUILDER agree to proceed in the following manner to facilitate prompt resolution of disputed change orders when the Cap gets exceeded. The parties agree that within thirty (30) days of either party notifying the other, good faith negotiations at senior executive level shall occur in an effort to resolve the issue. If the dispute cannot be resolved through good faith negotiations, then, following expiration of the 30-day period, either party may immediately thereafter elect to submit the matter to expedited binding arbitration by transmitting a written demand for arbitration to the other party and filing said demand with the entity administering the arbitration. Such arbitration shall be conducted and administered in accordance with the AAA Construction Industry Arbitration Rules Fast Track Procedures in effect at the time of execution, unless otherwise agreed by the parties. The arbitration shall be conducted in the place where the project is located, unless another location is mutually agreed upon. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable

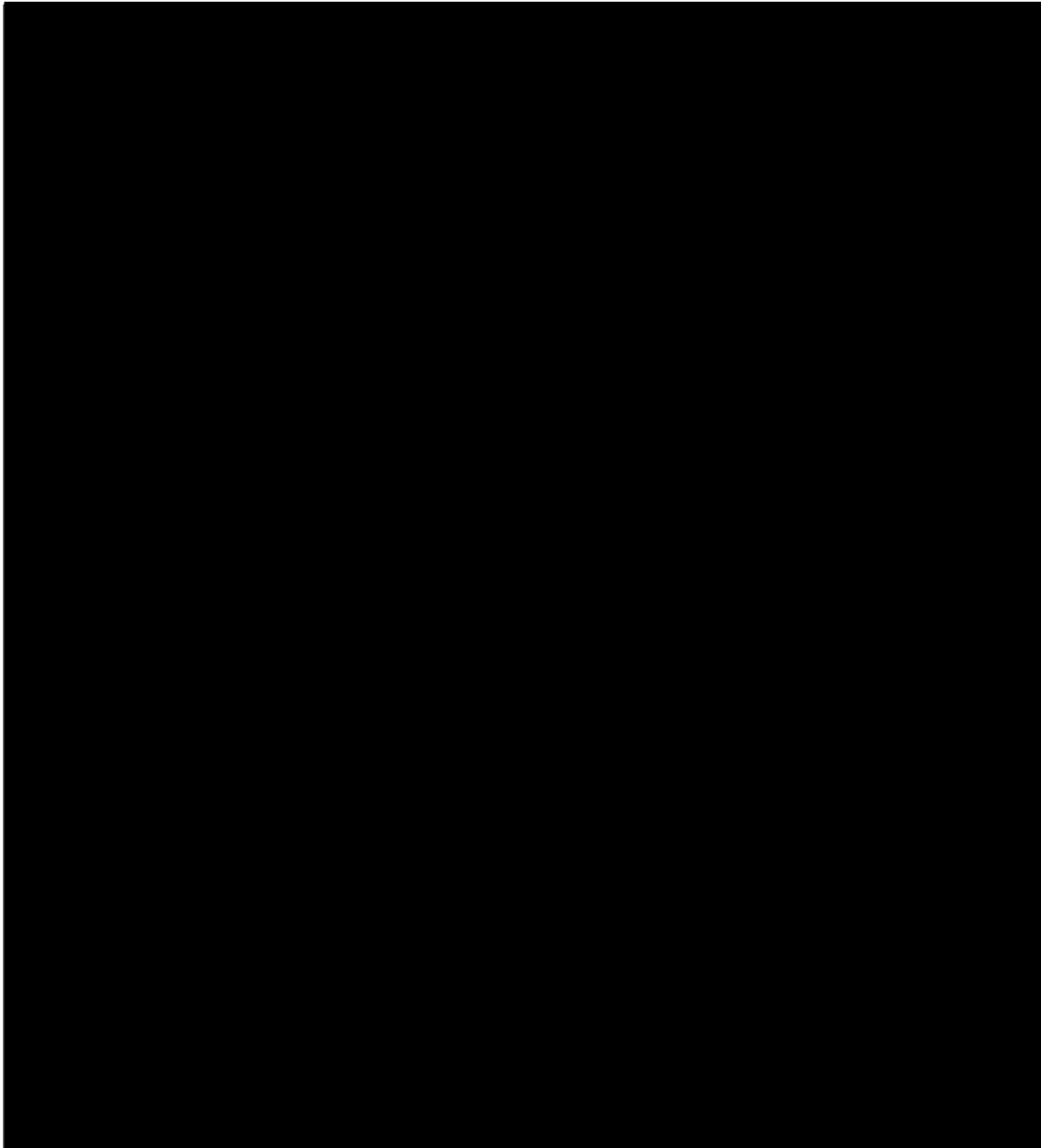
law in any court having jurisdiction thereof. Unless the parties agree otherwise, no other disputes shall be joined in any arbitration proceeding initiated pursuant to this paragraph. Additionally, after the [REDACTED]

13. **Termination.** DESIGN-BUILDER shall have the right to terminate the Design Subcontract for cause, subject to a reasonable notice period and opportunity to cure. DESIGN-BUILDER shall only have the right to terminate Designer for convenience if the Design Build Contract is terminated.

EXHIBIT 1
DESIGN RISK ASSESSMENT

EXHIBIT 2
AECOM RATE SHEET

NYCDDC Deep Sewer Manholes (AECOM-CAC Design-Build)
AECOM Hourly Rates - Raw
Title DEP D-B



TEAMING AGREEMENT

THIS TEAMING AGREEMENT (this "Agreement") is made and entered into as of January 28th, 2025 by and between C.A.C. Industries, Inc. ("Prime Contractor"), with an office at 54-08 Vernon Boulevard Long Island City, NY 11101 and Vortex Lining Systems, LLC ("Subcontractor"), with an office at 18150 Imperial Valley Drive, Houston, TX 77060.

RECITALS:

WHEREAS, the New York City Department of Design and (the "Owner") has released a request for qualifications for Contract No. SEKDSMH23 - Design Build for Replacement & Rehabilitation of Deep Sewer Manholes for the design, construction, replacement and rehabilitation of existing deep sewer manholes at risk of failure ("Project").

WHEREAS, Prime Contractor intends to submit a prequalification package followed by a proposal (the "Proposal") in response to the Owner's solicitation for bids for the Project (the "Solicitation"), and, in the event Prime Contractor is the successful bidder, negotiate a contract with the Owner (the "Prime Contract");

WHEREAS, Prime Contractor possesses expertise and experience in providing design-build services and heavy civil construction;

WHEREAS, Subcontractor possesses expertise and experience in providing sewer lining services; and

WHEREAS, should Prime Contractor be notified that Prime Contractor is the preferred contractor by the Owner, Prime Contractor desires to enter into a subcontract with Subcontractor for the supply of Quadex lining system(s) (a geopolymers mortar and geopolymers lining system) as a portion of the Solicitation (the "Services") and any Prime Contract obtained as a result of the submission of the Proposal as stated above, and Subcontractor desires to participate in such capacity in connection with the performance of work.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound, the parties hereby agree as follows:

1. Exclusive Collaboration. Prime Contractor and Subcontractor agree to form a team for the purpose of, among other things, submitting the Proposal in response to the Solicitation. Subcontractor agrees to team exclusively with Prime Contractor for the performance of the Services and Prime Contractor agrees to team exclusively with Subcontractor for the performance of the Services. Prime Contractor and Subcontractor agree to use their best efforts to obtain an award under the Solicitation. Subcontractor agrees that it shall not provide bids, be part of any other qualification or proposals, or respond to the Solicitation with any other entity other than with Prime Contractor, and Prime Contractor agrees that it shall not respond to the Solicitation with respect to the Services with the name of any other entity other than with Subcontractor; however, Prime Contractor shall indicate that it may utilize other subcontractors to perform the Services in the Solicitation that are not geopolymers lining systems. Subcontractor understands that Prime Contractor shall solicit pricing from other subcontractors during the Proposal phase for services that are not geopolymers lining systems; however, Prime Contractor agrees that Subcontractor shall perform the Services assuming that Subcontractor has provided reasonably competitive pricing to perform said Services. Should Subcontractor not provide reasonably competitive pricing for the Services, Subcontractor shall have the ability to utilize another technology to

perform the Services that is not a geopolymer lining system. Furthermore, Subcontractor understands that the Project is a design-build project and therefore Prime Contractor will be evaluating and analyzing other systems and technologies for the replacement and rehabilitation of the manholes. Should a better system or technology be recommended by Prime Contractor or Prime Contractor's designer, whether it be for cost, schedule, constructability, design purposes, or otherwise, Subcontractor understands that said alternate system or technology may be utilized by Prime Contractor or another subcontractor on the Project.

2. Proposal. The parties agree to work in good faith with one another in an attempt to prepare a mutually acceptable proposal for Prime Contractor to submit to the Owner in response to the Solicitation. Subcontractor shall be responsible, at its sole cost and expense, for preparing their qualifications as required under the request for qualifications. Should Prime Contractor get short-listed and is invited to the request for proposal phase, Subcontractor agrees, at its sole cost and expense, to work with Prime Contractor, its designer, and any other team members to evaluate, assess, and decide upon the best design, constructability, schedule, and pricing for the Proposal. Subcontractor understands that should Subcontractor's system and technology be chosen by Prime Contractor and Subcontractor provides a reasonably competitive price, Subcontractor agrees to be bound to the terms and conditions of the Prime Contract, including, but not limited to, the general conditions.

In submitting the Proposal, Prime Contractor will be relying upon the information provided in Subcontractor's bid to Prime Contractor, and, therefore, if Prime Contractor is awarded the Project and Subcontractor's system and technology be chosen to be utilized, and Subcontractor provides a reasonably competitive price: (1) Prime Contractor shall award, and Subcontractor shall execute, Prime Contractor's standard subcontract agreement (as may be reasonably modified by Subcontractor); and (2) Subcontractor shall not request to adjust its price or proposed duration to perform the Services unless there is new information provided by the Owner, and/or additional scope of work is added to the Project.

3. Bonding

3.1 Bonding. At Prime Contractor's request, Subcontractor shall guarantee its bid to Prime Contractor with a bid bond for the total value of Subcontractor's bid to the Prime Contractor. If the Project is awarded to the Prime Contractor, Subcontractor shall provide a payment and performance bond to Prime Contractor in an amount not less than the amount of the bid bond.

4. Other Business Opportunities; Relationship of Parties.

4.1 Independence of the Parties. Each party to this Agreement is an independent contractor. If the purpose of this Agreement is realized, Prime Contractor will enter into the Prime Contract with the Owner, and Subcontractor and Prime Contractor will enter into Prime Contractor's standard Subcontract (as may be reasonably modified by Subcontractor). These contractual relationships will not make either party the agent of the other party. No party shall have the authority to bind any other to any contractual or other undertaking by virtue of this Agreement, except as expressly stated herein. This Agreement does not create, expressly or by implication, a partnership or joint venture or other legal entity of any sort. Prime Contractor and Subcontractor retain the right to conduct their own independent business activities and to compete with each other for any work or business opportunity other than that offered by the Solicitation, even if that other work or business opportunity is similar to the opportunity offered by the Solicitation.

- 4.2 Inventions. Any inventions or discoveries or other intellectual property conceived or created or invented during the course of this Agreement shall remain the property of the originating party, subject to any rights of the Owner set forth in the Prime Contract.
 - 4.3 Patents and Copyrights. No license is granted or implied under any trademark, patent or copyright owned by a party to this Agreement by virtue of the execution or performance of this Agreement, or by the conveyance of information from one party to another hereunder.
- 4.4 Bid and Proposal Costs.** Each party shall bear its own costs and expenses for negotiating this Agreement, for work performed in Prequalification preparation and review, work performed during the proposal phase (assuming Prime Contractor has been shortlisted) and for work performed in connection with the negotiation of the Prime Contract.

5. Protection of Confidential/Proprietary Information. Unless otherwise agreed, the parties shall maintain information acquired from the other or prepared under this Agreement in confidence; provided however, that said obligation of confidentiality shall not apply to information which is: (1) in or becomes, through no fault of a party, part of the public domain; (2) received by a party from a third party without obligations of confidentiality; (3) in a party's possession prior to receiving it from the other; or (4) required to be disclosed by law. Other than a limited right of use consistent with the intent and purposes of this Agreement, no right or license to the other party under any trademark, trade secret, patent, or copyright is either granted or implied by the transmittal of any proprietary matter to that party. Specifically, Prime Contractor shall not provide Subcontractor's pricing or design to any third party except as part of the Proposal.

This Agreement shall not preclude either party from making disclosures of proprietary matters to the Owner as part of the Proposal; provided, however, that any such matters disclosed or delivered to Owner shall be appropriately marked with restrictive materials in accordance with applicable Owner's requirements. To effectuate this requirement, any information deemed proprietary or confidential by a party shall be so identified prior to transmission to or sharing with the other. It is further understood that either party, upon notifying the other, may disclose to any of its subsidiaries, in connection with the effort contemplated by this Agreement, any matter made available by the disclosing party under this Agreement, provided that each subsidiary, prior to such disclosure shall have to agree to be bound by the provisions of this Article.

The rights and obligations set forth in this paragraph shall survive termination of this Agreement and completion of any Prime Contract.

6. Duration. This Agreement shall have been entered into effect when the parties have signed it. It shall remain in effect until the first to occur of the following events:

- 6.1 Failure to Pre-Qualify. This agreement shall terminate should the Prime Contractor fail to pre-qualify to submit the Proposal.
- 6.2 No Prime Contract Award by Award Deadline. Either party may terminate this Agreement without liability to the other if the Prime Contract is awarded to someone other than Prime Contractor or if the Solicitation is canceled.
- 6.3 Disapproval of Subcontract. Prime Contractor shall have the right to terminate this Agreement without liability if (1) the Owner awards Prime Contractor the Prime

Contract but declines to approve the Subcontract or the Subcontractor, or (2) Subcontractor refuses to execute Prime Contractor's subcontract.

- 6.4 Bankruptcy. If a petition for bankruptcy or reorganization or protection against creditors is filed by Prime Contractor or Subcontractor, or if such a petition is filed by creditors of either of these parties and is not dismissed within 30 days, then the other of these parties may terminate this Agreement without liability to the financially embarrassed party, by written notice effective upon dispatch.
- 6.5 Uncured Material Breach. If either party commits a material breach or default in the performance of its obligations under this Agreement, then the other party may send a notice specifying the default or breach and requiring that it be cured within a specified, reasonable period of time. If the default or breach is not cured within the specified time period (which shall be no less than seven days or as otherwise agreed in writing), then the party giving the cure notice may terminate this Agreement for default. The defaulting party shall be liable to the terminating party for all actual, and not consequential damages caused by the breach that are recoverable under governing law. Should this agreement be terminated pursuant to section 6.5, the breaching party shall remain subject to the exclusivity language set forth in Article 1.
- 6.6 Agreement of Prime Contractor and Subcontractor. This Agreement may be terminated at any time by the mutual written agreement of Prime Contractor and Subcontractor. Any Party who prior to submission of the Proposal indicates that it no longer wishes to be involved in this Agreement shall not be entitled to tender, whether on its own or in collaboration with other parties, a proposal in response to the Solicitation, except if the remaining Party has given its prior written approval to such Party doing so. In such circumstances, the remaining Party shall be entitled to continue to work (either with or without any third party, whether in relation to the Services or otherwise) to pursue the award of the Prime Contract or any other role in relation to the Project.

7. Notices. The following individuals are designated as the primary points of contact for the transmittal and receipt of information under this AGREEMENT:

VORTEX LINING SYSTEMS, LLC

Attn: BJ Kerstiens

Contact Info:

bjkerstiens@vortexcompanies.com

18150 Imperial Valley Drive, Houston, TX
77060

C.A.C. INDUSTRIES, INC.

Attn: Oswald Calderon

Contact Info: omc@cacindinc.com

54-08 Vernon Boulevard Long Island City, NY

11101

8. Governing Law; Disputes. This agreement shall be interpreted under the laws of the State of New York without regard to choice of law principles.

9. Non-Waiver. Forbearance by a party to require the full and timely performance of an obligation or duty of any other party hereunder on one occasion shall not be construed as a waiver of the forbearing party's right to require the performance of the obligation or duty at a later date or to insist upon the full and timely performance of similar obligations that may become due in the future.

10. Severability. If any provision of this Agreement is adjudged to be unlawful, invalid or unenforceable, then this Agreement shall be interpreted as if the offending provision had never been part hereof, unless doing so would unconscionably burden one or the other of the parties, in which case the party who would bear the burden may terminate this Agreement, by written notice to the other party, unless the parties can agree upon a substitute provision that would (to the extent legally permissible) accomplish the purpose of the invalidated provision.

11. Compliance with Law. The parties warrant and represent to each other that they will fully comply with all applicable laws and regulations, and that they will take reasonable precautions to ensure that their officers, directors, agents, representatives, and subcontractors also comply with them.

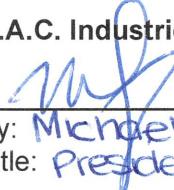
12. Accuracy of Certifications and Data Supplied for Use in Proposal. The parties warrant and represent to each other that the data and certifications they have supplied or will supply to each other for use in the Proposal or otherwise are true, accurate and complete to the best of their knowledge, information and belief after reasonably diligent inquiry and review. If inaccuracy is discovered in such information, the party discovering the inaccuracy will promptly apprise the party receiving the information of the inaccuracy and shall take reasonable precautions to ensure the accuracy of future disclosures.

13. Entire Agreement. This Agreement, including the Appendix 1 hereto, which are hereby incorporated by reference, contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement supersedes any prior or collateral understandings or agreements among the parties, written or oral. Any amendments, modifications or other changes shall be made in a writing signed by the parties. Electronic or PDF signatures shall be effective as originals.

Vortex Lining Systems, LLC


Michael Vellano (Feb 3, 2025 14:34 CST)
By: Michael Vellano
Title: Ceo

C.A.C. Industries, Inc.


By: Michael A. Capasso
Title: President