

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the quarterly period ended  
June 30, 2025  
or  
☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the transition period from  
to  
Commission File Number 001-34279



GULF ISLAND FABRICATION, INC.  
(Exact name of registrant as specified in its charter)

LOUISIANA

(State or other jurisdiction of  
incorporation or organization)

2170 BUCKTHORNE PLACE, SUITE 420  
THE WOODLANDS, TEXAS  
(Address of principal executive offices)

72-1147390

(I.R.S. Employer  
Identification No.)

77380  
(Zip Code)

(713) 714-6100

(Registrant's telephone number, including area code)

Securities registered pursuant to 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	GIFI	NASDAQ

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer

☐

Accelerated filer

☐

Non-accelerated filer

☒

Smaller reporting company

☒

Emerging Growth Company

☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of the registrant’s common stock, no par value per share, outstanding as of July 31, 2025, was 16,034,779.

**GULF ISLAND FABRICATION, INC.**  
**QUARTERLY REPORT ON FORM 10-Q FOR**  
**THE FISCAL QUARTER ENDED JUNE 30, 2025**

**TABLE OF CONTENTS**

	<u>Page</u>
<a href="#">Glossary of Terms</a>	ii
<b>PART I</b>	
Item 1. <a href="#">FINANCIAL INFORMATION</a>	1
<a href="#">Financial Statements</a>	1
<a href="#">Consolidated Balance Sheets at June 30, 2025 (unaudited) and December 31, 2024</a>	1
<a href="#">Consolidated Statements of Operations for the Three and Six Months Ended June 30, 2025 and 2024 (unaudited)</a>	2
<a href="#">Consolidated Statements of Changes in Shareholders' Equity for the Three and Six Months Ended June 30, 2025 and 2024 (unaudited)</a>	3
<a href="#">Consolidated Statements of Cash Flows for the Six Months Ended June 30, 2025 and 2024 (unaudited)</a>	4
<a href="#">Notes to Consolidated Financial Statements (unaudited)</a>	5
Item 2. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	23
Item 3. <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	42
Item 4. <a href="#">Controls and Procedures</a>	42
<b>PART II</b>	
Item 1. <a href="#">OTHER INFORMATION</a>	43
Item 1. <a href="#">Legal Proceedings</a>	43
Item 1A. <a href="#">Risk Factors</a>	43
Item 2. <a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>	43
Item 5. <a href="#">Other Information</a>	43
Item 6. <a href="#">Exhibits</a>	44
<a href="#">Signatures</a>	45

## GLOSSARY OF TERMS

As used in this report filed on Form 10-Q for the quarter ended June 30, 2025 (“this Report”), the following abbreviations and terms have the meanings listed below. In addition, the terms “Gulf Island,” “the Company,” “we,” “us” and “our” refer to Gulf Island Fabrication, Inc. and its consolidated subsidiaries, unless the context clearly indicates otherwise. Certain terms defined below may be redefined separately within this Report when we believe providing a definition in connection with the use of the term will assist users of this Report. Unless and as otherwise stated, any references in this Report to any agreement means such agreement and all schedules, exhibits and attachments in each case as amended, restated, supplemented or otherwise modified to the date of filing this Report.

<i>2024 Annual Report</i>	Our annual report for the year ended December 31, 2024, filed with the SEC on Form 10-K on March 5, 2025.
<i>2024 Financial Statements</i>	Our Financial Statements for the year ended December 31, 2024 and related notes, included in our 2024 Annual Report.
<i>Acquisition Date</i>	Collectively, the effective dates for the acquisition of the Automation Business of May 12, 2025 and the Engineering Business and Government Business of June 16, 2025.
<i>Alliance</i>	Alliance 2000, Ltd., a creditor of Englobal.
<i>Alliance Loan</i>	A \$2.4 million senior secured loan of Alliance due from Englobal, which was assumed by us effective April 10, 2025, in connection with the Alliance Payment.
<i>Alliance Payment</i>	A \$1.5 million cash payment to Alliance in exchange for the Alliance Loan.
<i>Asset Purchase Agreement</i>	Agreement entered into effective April 15, 2025, as amended May 19, 2025, pursuant to which we acquired the Englobal Business.
<i>ASU</i>	Accounting Standards Update.
<i>Automation Business</i>	Certain assets of Englobal’s automation business, acquired pursuant to the Asset Purchase Agreement.
<i>Balance Sheet</i>	Our Consolidated Balance Sheets, as filed in this Report.
<i>Bankruptcy Court</i>	The U.S. Bankruptcy Court for the Southern District of Texas, Houston Division.
<i>Board</i>	Board of Directors of Gulf Island Fabrication, Inc.
<i>contract assets</i>	Costs and estimated earnings recognized to date in excess of cumulative billings.
<i>contract liabilities</i>	Cumulative billings in excess of costs and estimated earnings recognized to date and accrued contract losses.
<i>Corporate Division</i>	Our Corporate reportable segment.
<i>cost-reimbursable</i>	Work is performed and billed to the customer at cost plus a profit margin or other variable fee arrangements which can include a mark-up.
<i>DIP Credit Agreement</i>	A senior secured, super-priority debtors-in-possession credit agreement effective March 5, 2025, as amended May 12, 2025, which provided for loan amounts to Englobal of up to \$3.5 million in the aggregate.
<i>DIP Loan</i>	Advances made by us to Englobal under the DIP Credit Agreement, which totaled \$3.5 million.
<i>DTA(s)</i>	Deferred Tax Asset(s).
<i>Engineering Business</i>	Certain assets of Englobal’s engineering business, acquired pursuant to the Asset Purchase Agreement.
<i>Englobal</i>	ENGlobal Corporation and certain of its subsidiaries.
<i>Englobal Acquisition</i>	The acquisition of the Englobal Business, pursuant to the Asset Purchase Agreement.
<i>Englobal Business</i>	Collectively, the Automation Business, the Engineering Business and the Government Business, acquired pursuant to the Asset Purchase Agreement.
<i>Englobal Chapter 11</i>	Englobal’s filing for chapter 11 bankruptcy relief pending before the Bankruptcy Court, which commenced on March 5, 2025.
<i>EPC</i>	Engineering, Procurement and Construction.

<i>Exchange Act</i>	Securities Exchange Act of 1934, as amended.
<i>Fabrication Division</i>	Our Fabrication reportable segment.
<i>Facilities</i>	Our Houma Facility, Houston Facility and other facilities that support our operations.
<i>FASB</i>	Financial Accounting Standards Board.
<i>Ferry Projects</i>	Contracts and related obligations for our seventy-vehicle ferry and two forty-vehicle ferry projects for our former Shipyard Division operations, which were substantially completed in the fourth quarter 2023 and for which the last warranty period expired in the first quarter 2025.
<i>Financial Statements</i>	Our Consolidated Financial Statements, including comparative consolidated Balance Sheets, Statements of Operations, Statements of Changes in Shareholders' Equity and Statements of Cash Flows, as filed in this Report.
<i>GAAP</i>	Generally Accepted Accounting Principles in the U.S.
<i>Government Business</i>	Certain assets of Englobal's government business, acquired pursuant to the Asset Purchase Agreement.
<i>GOA</i>	Gulf of America (previously referred to as the Gulf of Mexico).
<i>Gulf Coast</i>	Along the coast of the Gulf of America.
<i>Houma Facility</i>	Our owned fabrication and operations facility located in Houma, Louisiana.
<i>Houston Facility</i>	Our leased fabrication and operations facility located in Houston, Texas.
<i>jacket</i>	A component of a fixed platform consisting of a tubular steel braced structure extending from the mudline of the seabed to a point above the water surface. The jacket is anchored with tubular steel piles driven into the seabed. The jacket supports the topside structure located above the water.
<i>labor hours</i>	Hours worked by employees directly involved in the fabrication of our products or delivery of our services.
<i>LC Facility</i>	Our \$10.0 million letter of credit facility with Whitney Bank maturing on June 30, 2026, as amended.
<i>LNG</i>	Liquefied Natural Gas.
<i>Mortgage Agreement</i>	Multiple indebtedness mortgage arrangement with Zurich, to secure our obligations and liabilities under our Note Agreement. The mortgage arrangement encumbers the real estate associated with our Houma Facility and includes certain covenants and events of default.
<i>modules</i>	Fabricated structures that include structural steel, piping, valves, fittings, storage vessels and other equipment that are incorporated into a refining, petrochemical, LNG or industrial system.
<i>Note Agreement</i>	Promissory note entered into with Zurich in the fourth quarter 2023, pursuant to which we will pay Zurich \$20.0 million, plus interest at a fixed rate of 3.0% per annum, payable in 15 equal annual installments. The first payment was made on December 30, 2024.
<i>OBBBA</i>	The One Big Beautiful Bill Act enacted on July 4, 2025.
<i>offshore</i>	In unprotected waters outside coastlines.
<i>onshore</i>	Inside the coastline on land.
<i>performance obligation</i>	A contractual obligation to construct and transfer a distinct good or service to a customer. It is the unit of account in Topic 606. The transaction price of a contract is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied.
<i>piles</i>	Rigid tubular pipes that are driven into the seabed to anchor a jacket.
<i>platform</i>	A structure from which offshore oil and gas development drilling and production are conducted.
<i>POC</i>	Percentage-of-completion.
<i>Pro Forma Information</i>	The condensed combined financial information that gives effect to the Englobal Acquisition as if it had occurred on January 1, 2024.
<i>Purchase Price</i>	The DIP Loan amount of \$3.5 million "credit bid" in connection with the Englobal Acquisition.

<i>SEC</i>	U.S. Securities and Exchange Commission.
<i>Services Division</i>	Our Services reportable segment.
<i>Share Repurchase Program</i>	Share repurchase program, as amended, authorizing the repurchase of up to \$10.0 million of our outstanding common stock expiring December 15, 2026.
<i>Shipyard Division</i>	Our former Shipyard reportable segment.
<i>Statement of Cash Flows</i>	Our Consolidated Statements of Cash Flows, as filed in this Report.
<i>Statement of Operations</i>	Our Consolidated Statements of Operations, as filed in this Report.
<i>Statement of Shareholders' Equity</i>	Our Consolidated Statements of Changes in Shareholders' Equity, as filed in this Report.
<i>Surety or Sureties</i>	A financial institution that issues bonds to customers on behalf of the Company for the purpose of providing third-party financial assurance related to the performance of our contracts. Payments by the Surety pursuant to a bond in the event of non-performance are subject to reimbursement to the Surety by us under a general indemnity agreement.
<i>T&amp;M</i>	Time and Materials. Work is performed and billed to the customer at contracted time and material rates.
<i>Topic 606</i>	The revenue recognition criteria prescribed under ASU 2014-09, " <i>Revenue from Contracts with Customers</i> ".
<i>U.S.</i>	The United States of America.
<i>USL&amp;H</i>	United States Longshoreman and Harbor Workers Act.
<i>Whitney Bank</i>	Hancock Whitney Bank.
<i>Zurich</i>	Fidelity & Deposit Company of Maryland and Zurich American Insurance Company.

**PART I. FINANCIAL INFORMATION**

**Item 1. Financial Statements.**

**GULF ISLAND FABRICATION, INC.  
CONSOLIDATED BALANCE SHEETS**  
(in thousands)

	<b>June 30, 2025</b>	<b>December 31, 2024</b>
	(Unaudited)	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 46,825	\$ 27,284
Restricted cash	1,197	1,197
Short-term investments	14,167	38,784
Contract receivables and retainage, net	27,836	22,487
Contract assets	7,727	8,611
Prepaid expenses and other assets	4,911	5,139
Inventory	2,735	1,907
Total current assets	105,398	105,409
Property, plant and equipment, net	22,777	24,051
Goodwill	3,606	2,217
Other intangibles, net	876	557
Other noncurrent assets	1,691	982
Total assets	\$ 134,348	\$ 133,216
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 6,464	\$ 5,801
Contract liabilities	2,078	1,278
Accrued expenses and other liabilities	13,116	13,180
Long-term debt, current	1,117	1,117
Total current liabilities	22,775	21,376
Long-term debt, noncurrent	17,884	17,888
Other noncurrent liabilities	931	850
Total liabilities	41,590	40,114
Shareholders' equity:		
Preferred stock, no par value, 5,000 shares authorized, no shares issued and outstanding	—	—
Common stock, no par value, 30,000 shares authorized, 16,041 shares issued and outstanding at June 30, 2025 and 16,346 at December 31, 2024	11,309	11,669
Additional paid-in capital	104,828	108,065
Accumulated deficit	(23,379)	(26,632)
Total shareholders' equity	92,758	93,102
Total liabilities and shareholders' equity	\$ 134,348	\$ 133,216

*The accompanying notes are an integral part of these financial statements.*

**GULF ISLAND FABRICATION, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(UNAUDITED)**  
(in thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Revenue	\$ 37,538	\$ 41,262	\$ 77,811	\$ 84,143
Cost of revenue	33,977	37,104	67,635	73,861
Gross profit	3,561	4,158	10,176	10,282
General and administrative expense	3,286	3,354	6,521	6,838
Other (income) expense, net	1,354	(479)	1,454	(3,547)
Operating income (loss)	(1,079)	1,283	2,201	6,991
Interest (expense) income, net	510	603	1,059	1,145
Income (loss) before income taxes	(569)	1,886	3,260	8,136
Income tax (expense) benefit	(5)	3	(7)	(7)
Net income (loss)	<u>\$ (574)</u>	<u>\$ 1,889</u>	<u>\$ 3,253</u>	<u>\$ 8,129</u>
Per share data:				
Basic income (loss) per share	\$ (0.04)	\$ 0.12	\$ 0.20	\$ 0.50
Diluted income (loss) per share	\$ (0.04)	\$ 0.11	\$ 0.20	\$ 0.48

*The accompanying notes are an integral part of these financial statements.*

**GULF ISLAND FABRICATION, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY**  
**(UNAUDITED)**  
(in thousands)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Shareholders' Equity
	Shares	Amount			
Balance at December 31, 2023	16,258	\$ 11,729	\$ 108,615	\$ (41,373)	\$ 78,971
Net income	—	—	—	6,240	6,240
Stock-based compensation expense	—	50	456	—	506
Repurchases of common stock	(61)	(27)	(246)	—	(273)
Balance at March 31, 2024	16,197	11,752	108,825	(35,133)	85,444
Net income	—	—	—	1,889	1,889
Vesting of restricted stock	319	(118)	(1,065)	—	(1,183)
Stock-based compensation expense	—	54	478	—	532
Balance at June 30, 2024	16,516	\$ 11,688	\$ 108,238	\$ (33,244)	\$ 86,682

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Shareholders' Equity
	Shares	Amount			
Balance at December 31, 2024	16,346	\$ 11,669	\$ 108,065	\$ (26,632)	\$ 93,102
Net income	—	—	—	3,827	3,827
Stock-based compensation expense	—	33	310	—	343
Repurchases of common stock	(86)	(57)	(510)	—	(567)
Balance at March 31, 2025	16,260	11,645	107,865	(22,805)	96,705
Net loss	—	—	—	(574)	(574)
Vesting of restricted stock	218	(86)	(774)	—	(860)
Stock-based compensation expense	—	30	259	—	289
Repurchases of common stock	(437)	(280)	(2,522)	—	(2,802)
Balance at June 30, 2025	16,041	\$ 11,309	\$ 104,828	\$ (23,379)	\$ 92,758

*The accompanying notes are an integral part of these financial statements.*



**GULF ISLAND FABRICATION, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**  
(in thousands)

	<b>Six Months Ended June 30,</b>	
	<b>2025</b>	<b>2024</b>
<b>Cash flows from operating activities:</b>		
Net income	\$ 3,253	\$ 8,129
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,450	2,433
Change in allowance for doubtful accounts and credit losses	1,500	(28)
(Gain) loss on sale or disposal of property and equipment, net	8	(3,942)
Stock-based compensation expense	632	1,038
Changes in operating assets and liabilities:		
Contract receivables and retainage, net	(3,187)	2,893
Contract assets	1,607	518
Prepaid expenses, inventory and other current assets	(508)	2,152
Accounts payable	507	539
Contract liabilities	(638)	(1,341)
Accrued expenses and other current liabilities	(513)	(1,841)
Noncurrent assets and liabilities, net and other	(353)	(253)
Net cash provided by operating activities	4,758	10,297
<b>Cash flows from investing activities:</b>		
Capital expenditures	(616)	(3,566)
Acquisition of business	(3,500)	—
Purchase of loan	(1,500)	—
Proceeds from sale of property and equipment	11	9,614
Recoveries from insurance claims	—	326
Purchases of short-term investments	(23,503)	(57,337)
Maturities of short-term investments	48,120	13,455
Net cash provided by (used in) investing activities	19,012	(37,508)
<b>Cash flows from financing activities:</b>		
Tax payments for vested stock withholdings	(860)	(1,183)
Repurchases of common stock	(3,369)	(273)
Net cash used in financing activities	(4,229)	(1,456)
Net increase (decrease) in cash, cash equivalents and restricted cash	19,541	(28,667)
Cash, cash equivalents and restricted cash, beginning of period	28,481	39,651
Cash, cash equivalents and restricted cash, end of period	<u>\$ 48,022</u>	<u>\$ 10,984</u>

*The accompanying notes are an integral part of these financial statements.*

**GULF ISLAND FABRICATION, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**  
**JUNE 30, 2025**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

Gulf Island Fabrication, Inc. (together with its subsidiaries, “Gulf Island,” “the Company,” “we,” “us” and “our”) is a leading fabricator of complex steel structures, modules and automation systems, and a provider of specialty services, including engineering, project management, commissioning, repair, maintenance, scaffolding, coatings, welding enclosures, cleaning and environmental, and technical field services to the industrial, energy and government sectors. Our customers include U.S. and, to a lesser extent, international energy producers; refining, petrochemical, LNG, industrial and power operators; EPC companies; and federal, state and local governments. We currently operate and manage our business through two operating divisions (“Services” and “Fabrication”) and one non-operating division (“Corporate”), which represent our reportable segments. Our corporate headquarters is located in The Woodlands, Texas and our primary operating facilities are located in Houma, Louisiana (“Houma Facility”) and Houston, Texas (“Houston Facility”). See Note 7 for further discussion of our reportable segments.

**Acquisition**

During the second quarter 2025, we acquired certain assets of ENGglobal Corporation’s (“Englobal”) automation business (“Automation Business”) effective May 12, 2025, for which the operating results are reflected within our Fabrication Division from the applicable Acquisition Date, and we acquired certain assets of Englobal’s engineering business (“Engineering Business”) and government business (“Government Business” and together with the Automation Business and Engineering Business, the “Englobal Business”) effective June 16, 2025, for which the operating results are reflected within our Services Division from the applicable Acquisition Date. See Notes 3 and 7 for further discussion of the acquisition of the Englobal Business (“Englobal Acquisition”).

**Basis of Presentation**

The accompanying unaudited Consolidated Financial Statements (“Financial Statements”) reflect all wholly owned subsidiaries. Intercompany balances and transactions have been eliminated in consolidation. The Financial Statements have been prepared in accordance with accounting principles generally accepted in the U.S. (“GAAP”) for interim financial statements, the instructions to Form 10-Q and Article 10 of Regulation S-X promulgated by the U.S. Securities and Exchange Commission (the “SEC”). Accordingly, the Financial Statements do not include all of the information and footnotes required by GAAP for complete financial statements. In our opinion, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of the Financial Statements have been included. Operating results for the three and six months ended June 30, 2025 are not necessarily indicative of the results that may be expected for the year ending December 31, 2025. Our Consolidated Balance Sheet (“Balance Sheet”) at December 31, 2024, has been derived from the audited financial statements at that date, but does not include all of the information and footnotes required by GAAP for complete financial statements. For further information, refer to our 2024 Financial Statements.

**Operating Cycle**

The duration of our contracts vary, but may extend beyond twelve months from the date of contract award. Consistent with industry practice, assets and liabilities have been classified as current under the operating cycle concept whereby all contract-related items are classified as current regardless of whether cash will be received or paid within a twelve-month period. Assets and liabilities classified as current, which may not be received or paid within the next twelve months, include contract retainage, contract assets and contract liabilities. Variations from normal contract terms may result in the classification of assets and liabilities as long-term.

## Use of Estimates

*General* – The preparation of our Financial Statements in conformity with GAAP requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses and related disclosures of contingent assets and liabilities. We believe our most significant estimates and judgments are associated with:

- revenue recognition for our long-term contracts, including application of the percentage-of-completion (“POC”) method, estimating costs to complete each contract and the recognition of incentives, unapproved change orders, claims (including amounts arising from disputes with customers) and liquidated damages;
- determination of fair value with respect to acquired tangible and intangible assets;
- fair value and recoverability assessments that must be periodically performed with respect to long-lived tangible assets, goodwill and other intangible assets;
- determination of deferred income tax assets, liabilities and related valuation allowances;
- reserves for bad debts and credit losses;
- liabilities related to uninsured losses and deductibles and retentions for insurance coverages; and
- the impacts of volatile oil and gas prices and macroeconomic conditions on our business, estimates and judgments as discussed further below.

If the underlying estimates and assumptions upon which our Financial Statements are based change in the future, actual amounts may differ materially from those included in the Financial Statements.

*Oil and Gas Price Volatility and Macroeconomic Conditions* – For over a decade, prices of oil and gas have experienced significant volatility, including depressed prices, which negatively impacted certain of our end markets and operating results, and elevated prices, which positively impacted certain of our end markets and operating results. While oil prices have somewhat stabilized, such stability is uncertain and difficult to predict, particularly in light of geopolitical turmoil and uncertainty. In addition, global economic factors that are beyond our control, have and could continue to impact our operations, including, but not limited to, labor constraints, trade policies (including tariffs) and related market uncertainty, supply chain disruptions, inflationary pressures, economic slowdowns and recessions, natural disasters, public health crises and geopolitical conflicts.

The ultimate business and financial impacts of oil and gas price volatility and macroeconomic conditions on our business and results of operations continues to be uncertain, but the impacts have included, or may continue to include, among other things, reduced bidding activity; suspension or termination of backlog; deterioration of customer financial condition; and unanticipated project costs and schedule delays due to supply chain disruptions, labor and material price increases, lower labor productivity, increased employee and contractor turnover, craft labor hiring challenges, increased safety incidents, lack of performance by subcontractors and suppliers, and contract disputes. We continue to monitor the impacts of oil and gas price volatility and macroeconomic conditions on our operations, and our estimates in future periods will be revised for any events and changes in circumstances arising after the date of this Report.

## Income (Loss) Per Share

Basic income (loss) per share is calculated by dividing net income or loss by the weighted average number of common shares outstanding for the period. Diluted income (loss) per share reflects the assumed conversion of dilutive securities in periods in which income is reported. See Note 6 for calculations of our basic and diluted income (loss) per share.

## Cash Equivalents and Short-term Investments

*Cash Equivalents* – We consider investments with original maturities of three months or less when purchased to be cash equivalents. We hold substantially all of our cash deposits with Hancock Whitney Bank (“Whitney Bank”).

*Restricted Cash* – At June 30, 2025 and December 31, 2024, we had \$1.2 million and \$1.2 million, respectively, of restricted cash as security for letters of credit issued under our letter of credit facility (“LC Facility”) with Whitney Bank. Our restricted cash is held in an interest-bearing money market account with Whitney Bank. The classification of the restricted cash as current or noncurrent is determined by the contractual maturity dates of the letters of credit being secured, with letters of credit having maturity dates of twelve months or less from the balance sheet date classified as current, and letters of credit having maturity dates of longer than twelve months from the balance sheet date classified as noncurrent. See Note 4 for further discussion of our letters of credit and associated security requirements.

*Short-term Investments* – We consider investments with original maturities of more than three months but less than twelve months to be short-term investments. At June 30, 2025 and December 31, 2024, our short-term investments included U.S. Treasuries with original maturities of approximately four to six months. We intend to hold these investments until maturity and it is not more likely than not that we will be required to sell the investments prior to their maturity. The investments are stated at amortized costs, which approximates fair value due to their near-term maturities. All short-term investments are traded on active markets with quoted prices and represent Level 1 fair value measurements.

## **Inventory**

Inventory is recorded at the lower of cost or net realizable value determined using the first-in-first-out basis. The cost of inventory includes acquisition costs, production or conversion costs, and other costs incurred to bring the inventory to its current location and condition. Net realizable value is our estimated selling price in the normal course of business, less reasonably predictable costs of completion, disposal and transportation. An allowance for excess or inactive inventory is recorded based on an analysis that considers current inventory levels, historical usage patterns, estimates of future sales and salvage value.

## **Allowance for Doubtful Accounts and Credit Losses**

In the normal course of business, we extend credit to our customers on a short-term basis and contract receivables are generally not collateralized; however, we typically have the right to place liens on our projects in the event of nonpayment by our customers. We provide an allowance for credit losses and routinely review individual contract receivable balances and other financial assets for collectability and make provisions for probable uncollectible amounts as necessary. Among the factors considered in our review are the financial condition of our customer and its access to financing, underlying disputes with the customer, the age and value of the receivable balance, company-specific credit ratings, historical company-specific uncollectable amounts and economic conditions in general. See Note 2 for further discussion of our allowance for doubtful accounts and credit losses.

## **Stock-Based Compensation**

Awards under our stock-based compensation plans are calculated using a fair value-based measurement method. Depending on the terms of the award, we use the straight-line or graded vesting methods to recognize share-based compensation expense over the requisite service period of the award. We recognize the excess tax benefit or tax deficiency resulting from the difference between the deduction we receive for tax purposes and the stock-based compensation expense we recognize for financial reporting purposes created when common stock vests, as an income tax benefit or expense on our Consolidated Statements of Operations (“Statement of Operations”). Tax payments made on behalf of employees to taxing authorities in order to satisfy employee income tax withholding obligations from the vesting of shares under our stock-based compensation plans are classified as a financing activity on our Consolidated Statements of Cash Flows (“Statement of Cash Flows”).

## **Depreciation and Amortization Expense**

Property, plant and equipment are depreciated on a straight-line basis over estimated useful lives ranging from three to 25 years. Ordinary maintenance and repairs, which do not extend the physical or economic lives of the plant or equipment, are charged to expense as incurred. Intangible assets are amortized on a straight-line basis over five to seven years and amortization expense is reflected within general and administrative expense on our Statement of Operations.

## **Long-Lived Assets**

*Goodwill* – Goodwill is not amortized, but instead is reviewed for impairment at least annually at a reporting unit level, absent any indicators of impairment or when other actions require an impairment assessment (such as a change in reporting units). Our current reporting units with goodwill consist of our Automation Business within our Fabrication Division (with \$1.4 million of goodwill) associated with the Englobal Acquisition and our Services Division as a whole, excluding our Government Business and Engineering Business (with \$2.2 million of goodwill). We perform our annual impairment assessment during the fourth quarter of each year based upon balances as of October 1. In evaluating goodwill for impairment, we have the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of our reporting unit is greater than its carrying value. If we determine that it is more likely than not that the carrying value of the reporting unit is greater than its fair value, we perform a quantitative impairment test by calculating the fair value of the reporting unit and comparing it to the carrying value of the reporting unit, and we recognize an impairment charge to the extent its carrying value exceeds its fair value. To determine the fair value of our reporting unit and test for impairment, we utilize an income approach (discounted cash flow method) as we believe this is the most direct approach to incorporate the specific economic attributes and risk profile of our reporting unit into our valuation model. We had no indicators of impairment during the six months ended June 30, 2025. If, based on future assessments, our goodwill is deemed to be impaired, the impairment would result in a charge to our operating results in the period of impairment. See Note 3 for further discussion of the Englobal Acquisition.

*Other Long-Lived Assets* – Our property, plant and equipment, lease assets (included within other noncurrent assets) and finite-lived intangible assets are reviewed for impairment when events or changes in circumstances indicate that the carrying amount may not be recoverable. If a recoverability assessment is required, we compare the estimated future undiscounted cash flow associated with the asset or asset group to its carrying amount to determine if an impairment exists. An asset group constitutes the minimum level for which identifiable cash flows are principally independent of the cash flows of other assets or asset groups. An impairment loss is measured by comparing the fair value of the asset or asset group to its carrying amount and the excess of the carrying amount of the asset or asset group over its fair value is recorded as an impairment charge. Fair value is determined based on discounted cash flows, appraised values or third-party indications of value, as appropriate. We had no indicators of impairment during the six months ended June 30, 2025.

## **Leases**

We record a right-of-use asset and an offsetting lease liability on our Balance Sheet equal to the present value of our lease payments for leases with an original term of longer than twelve months. We do not record an asset or liability for leases with an original term of twelve months or less and we do not separate lease and non-lease components for our leases. Our lease assets are reflected within other noncurrent assets, and the current and noncurrent portions of our lease liabilities are reflected within accrued expenses and other liabilities, and other noncurrent liabilities, respectively, on our Balance Sheet. For leases with escalations over the life of the lease, we recognize expense on a straight-line basis.

## **Fair Value Measurements**

Fair value determinations for financial assets and liabilities are based on the particular facts and circumstances. Financial instruments are required to be categorized within a valuation hierarchy based upon the lowest level of input that is significant to the fair value measurement. The three levels of the valuation hierarchy are as follows:

- Level 1 – inputs are based upon quoted prices for identical instruments traded in active markets.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets and model-based valuation techniques for which all significant assumptions are observable in the market.
- Level 3 – inputs are based upon model-based valuation techniques for which significant assumptions are generally not observable in the market and typically reflect estimates and assumptions that we believe market participants would use in pricing the asset or liability. These include discounted cash flow models and similar valuation techniques.

The carrying amounts of our financial instruments, including cash and cash equivalents, short-term investments, accounts receivable and accounts payable approximate their fair values. Our fair value assessments for determining the impairments of inventory, goodwill and long-lived assets, are non-recurring fair value measurements that fall within Level 3 of the fair value hierarchy. Our fair value assessments for long-term debt are recurring fair value measurements that fall within Level 2 of the fair value hierarchy, and are determined using various methods, including quoted prices for identical or similar securities in both active and inactive markets. See Note 4 for further discussion of our long-term debt.

## **Revenue Recognition**

*General* – Our revenue is derived from customer contracts and agreements that are awarded on a competitively bid and negotiated basis using a range of contracting options, including fixed-price, unit-rate, time and materials (“T&M”) and cost-reimbursable, or a combination thereof. Our contracts primarily relate to the fabrication of steel structures, modules and automation systems, and certain service arrangements. We recognize revenue from our contracts in accordance with Accounting Standards Update (“ASU”) 2014-09, Topic 606 *“Revenue from Contracts with Customers”* (“Topic 606”).

Topic 606 requires entities to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Additionally, provisions of Topic 606 specify which goods and services are distinct and represent separate performance obligations (representing the unit of account in Topic 606) within a contract and which goods and services (which could include multiple contracts or agreements) should be aggregated. In general, a performance obligation is a contractual obligation to construct and/or transfer a distinct good or service to a customer. The transaction price of a contract is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. Revenue for performance obligations satisfied over time is recognized as the work progresses. Revenue for performance obligations that do not meet the criteria for over time recognition is recognized at a point-in-time when a performance obligation is complete and a customer has obtained control of a promised asset.

*Long-term Contracts Satisfied Over Time* – Revenue for our long-term contracts is recognized using the POC method based on contract costs incurred to date compared to total estimated contract costs (an input method). Fixed-price contracts, or contracts with a more significant fixed-price component, generally provide us with greater control over project schedule and the timing of when work is performed and costs are incurred, and accordingly, when revenue is recognized. Unit-rate, T&M and cost-reimbursable contracts generally have more variability in the scope of work and provide our customers with greater influence over the timing of when we perform our work, and accordingly, such contracts often result in less predictability with respect to the timing of when revenue is recognized. Contract costs include direct costs, such as materials and labor, and indirect costs attributable to contract activity. Material costs that are significant to a contract and do not reflect an accurate measure of project completion are excluded from the determination of our contract progress. Revenue for such materials is only recognized to the extent of costs incurred. Revenue and gross profit or loss for contracts accounted for using the POC method can be significantly affected by changes in estimated cost to complete such contracts. Significant estimates impacting the cost to complete a contract include: forecast costs of engineering, materials, equipment and subcontracts; forecast costs of labor and labor productivity; schedule durations, including subcontractor and supplier progress; contract disputes, including claims; achievement of contractual performance requirements; and contingency, among others. Although our customers retain the right and ability to change, modify or discontinue further work at any stage of a contract, in the event our customers discontinue work, they are required to compensate us for the work performed to date. The cumulative impact of revisions in total cost estimates during the progress of work is reflected in the period in which these changes become known, including, to the extent required, the reversal of revenue recognized in prior periods and the recognition of losses expected to be incurred on contracts. Due to the various estimates inherent in our contract accounting, actual results could differ materially from those estimates, which could result in material changes to our Financial Statements and related disclosures. See Note 2 for further discussion of projects with significant changes in estimated margins during the three and six months ended June 30, 2025 and 2024.

*Short-term Contracts and Contracts Satisfied at a Point In Time* – Revenue for our short-term contracts (which includes revenue associated with our master services arrangements) and contracts that do not satisfy the criteria for revenue recognition over time is recognized when the work is performed or when control of the asset is transferred, the related costs are incurred and collection is reasonably assured.

*Variable Consideration* – Revenue and gross profit or loss for contracts can be significantly affected by variable consideration, which can be in the form of unapproved change orders, claims (including amounts arising from disputes with customers), incentives and liquidated damages that may not be resolved until the later stages of the contract or after the contract has been completed. Variable consideration can also include revenue associated with work performed on a unit-rate, T&M or cost-reimbursable basis that is recognized using the POC method. We estimate variable consideration based on the amount we expect to be entitled and include estimated amounts in the transaction price to the extent it is probable that a significant future reversal of cumulative revenue recognized will not occur or when we conclude that any significant uncertainty associated with the variable consideration is resolved. See Note 2 for further discussion of our unapproved change orders, claims, incentives and liquidated damages.

*Additional Disclosures* – Topic 606 also requires disclosures regarding the nature, amount, timing and uncertainty of revenues and cash flows from contracts with customers. See Note 2 for required disclosures under Topic 606.

#### **Pre-Contract Costs**

Pre-contract costs are generally charged to cost of revenue as incurred, but in certain cases their recognition may be deferred if specific probability criteria are met. At June 30, 2025 and December 31, 2024, we had no deferred pre-contract costs.

#### **Other (Income) Expense, Net**

Other (income) expense, net, generally represents recoveries or provisions for bad debts and credit losses, gains or losses associated with the sale or disposition of property and equipment, and income or expense associated with certain nonrecurring items. For the three and six months ended June 30, 2025, other (income) expense, net for our Corporate Division, included transaction costs of \$0.3 million and \$0.5 million, respectively, associated with the Englobal Acquisition, and for each of the three and six months ended June 30, 2025, included a charge of \$1.5 million related to a reserve for the Alliance Payment made in connection with the Englobal Acquisition. In addition, for the three and six months ended June 30, 2024, other (income) expense, net for our Fabrication Division included gains of \$0.7 million and \$1.1 million, respectively, related to the sales of excess equipment, and for the six months ended June 30, 2024, included a gain of \$2.9 million related to the sale of certain excess real property (consisting of land and buildings) for net cash proceeds of \$8.5 million. See Note 3 for further discussion of the Englobal Acquisition and Notes 2 and 3 for further discussion of the Alliance Payment and related reserve.

## Income Taxes

Income taxes have been provided for using the liability method. Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes using enacted rates expected to be in effect during the year in which the differences are expected to reverse. Due to state income tax laws related to the apportionment of revenue for our projects, judgment is required to estimate the effective tax rate expected to apply to tax differences that are anticipated to reverse in the future.

A valuation allowance is provided to reserve for deferred tax assets (“DTA(s)”) if, based upon the available evidence, it is more likely than not that some or all of the DTAs will not be realized. The realization of our DTAs depends on our ability to generate sufficient taxable income of the appropriate character and in the appropriate jurisdictions. Our effective tax rate differs from our statutory rate for the three months ended June 30, 2025, as no federal income tax benefit was recorded for our losses as a full valuation allowance was recorded against our net deferred tax assets generated during the period, and for the three months ended June 30, 2024, and six months ended June 30, 2025 and 2024, as no federal income tax expense was recorded for our income as it was fully offset by the reversal of valuation allowance on our net deferred tax assets. Income taxes recorded for the three and six months ended June 30, 2025 and 2024, relate to state income taxes.

Reserves for uncertain tax positions are recognized when we consider it more likely than not that additional tax will be due in excess of amounts reflected in our income tax returns, irrespective of whether or not we have received tax assessments. Interest and penalties on uncertain tax positions are recorded within income tax expense.

## New Accounting Standards

*Segment Reporting* – In the fourth quarter 2024, we adopted ASU 2023-07 “Segment Reporting - Improvements to Reportable Segment Disclosures,” which requires us to disclose, on an interim and annual basis, additional information about our significant segment expenses. The new standard did not have an effect on our Financial Statements; however, it did result in changes to our segment disclosures for all periods presented as the standard was applied using the retrospective transition method. See Note 7 for the segment disclosures required by the new standard.

*Income Taxes* – In the fourth quarter 2023, the Financial Accounting Standards Board (“FASB”) issued ASU 2023-09 “Income Taxes - Improvements to Income Tax Disclosures,” which requires enhanced disclosures related to our rate reconciliation and income taxes paid information. The new standard will be effective for us in the fourth quarter 2025 and may be applied using either the prospective or retrospective transition method. Early adoption of the new standard is permitted; however, we have not elected to early adopt the standard. We are evaluating the potential effect of the new standard on our Financial Statement disclosures; however, adoption will not impact our Financial Statements.

*Income Statement Reporting* – In the fourth quarter 2024, the FASB issued ASU 2024-03 “Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures,” which requires additional disclosure of the nature of expenses included in our Statement of Operations as well as disclosures about specific types of expenses included in the expense captions presented in our Statement of Operations. The new standard will be effective for us in the fourth quarter 2027 and may be applied using either the prospective or retrospective transition method. Early adoption of the new standard is permitted; however, we have not elected to early adopt the standard. We are evaluating the potential effect of the new standard on our Financial Statement disclosures; however, adoption will not impact our Financial Statements.

## 2. REVENUE, CONTRACT ASSETS AND LIABILITIES AND OTHER CONTRACT MATTERS

As discussed in Note 1, we recognize revenue for our contracts in accordance with Topic 606. Summarized below are required disclosures under Topic 606 and other relevant guidance.

### Disaggregation of Revenue

The following tables summarize revenue for each of our reportable segments, disaggregated by contract type and duration, for the three and six months ended June 30, 2025 and 2024 (in thousands):

Three Months Ended June 30, 2025					
	Services <sup>(1)</sup>	Fabrication <sup>(1)</sup>	Shipyard <sup>(2)</sup>	Eliminations	Total
Fixed-price and unit-rate	\$ 141	\$ 7,764	\$ —	\$ (9)	\$ 7,896
T&M and cost-reimbursable	20,906	8,081	—	—	28,987
Other	931	—	—	(276)	655
Total	<u>\$ 21,978</u>	<u>\$ 15,845</u>	<u>\$ —</u>	<u>\$ (285)</u>	<u>\$ 37,538</u>
Long-term	\$ 141	\$ 13,628	\$ —	\$ (9)	\$ 13,760
Short-term	21,837	2,217	—	(276)	23,778
Total	<u>\$ 21,978</u>	<u>\$ 15,845</u>	<u>\$ —</u>	<u>\$ (285)</u>	<u>\$ 37,538</u>

Three Months Ended June 30, 2024					
	Services	Fabrication	Shipyard	Eliminations	Total
Fixed-price and unit-rate	\$ 514	\$ 16,682	\$ 36	\$ (3)	\$ 17,229
T&M and cost-reimbursable	21,589	2,045	—	—	23,634
Other	664	—	—	(265)	399
Total	<u>\$ 22,767</u>	<u>\$ 18,727</u>	<u>\$ 36</u>	<u>\$ (268)</u>	<u>\$ 41,262</u>
Long-term	\$ 514	\$ 17,656	\$ 36	\$ (3)	\$ 18,203
Short-term	22,253	1,071	—	(265)	23,059
Total	<u>\$ 22,767</u>	<u>\$ 18,727</u>	<u>\$ 36</u>	<u>\$ (268)</u>	<u>\$ 41,262</u>

Six Months Ended June 30, 2025					
	Services <sup>(1)</sup>	Fabrication <sup>(1)</sup>	Shipyard <sup>(2)</sup>	Eliminations	Total
Fixed-price and unit-rate	\$ 359	\$ 18,799	\$ —	\$ (78)	\$ 19,080
T&M and cost-reimbursable	39,095	17,740	—	—	56,835
Other	2,379	—	—	(483)	1,896
Total	<u>\$ 41,833</u>	<u>\$ 36,539</u>	<u>\$ —</u>	<u>\$ (561)</u>	<u>\$ 77,811</u>
Long-term	\$ 359	\$ 33,163	\$ —	\$ (78)	\$ 33,444
Short-term	41,474	3,376	—	(483)	44,367
Total	<u>\$ 41,833</u>	<u>\$ 36,539</u>	<u>\$ —</u>	<u>\$ (561)</u>	<u>\$ 77,811</u>



**Six Months Ended June 30, 2024**

	<b>Services</b>	<b>Fabrication</b>	<b>Shipyard</b>	<b>Eliminations</b>	<b>Total</b>
Fixed-price and unit-rate	\$ 763	\$ 32,557	\$ 445	\$ (3)	\$ 33,762
T&M and cost-reimbursable	46,316	3,308	—	—	49,624
Other	1,222	—	—	(465)	757
Total	<u>\$ 48,301</u>	<u>\$ 35,865</u>	<u>\$ 445</u>	<u>\$ (468)</u>	<u>\$ 84,143</u>
Long-term	\$ 763	\$ 33,614	\$ 445	\$ (3)	\$ 34,819
Short-term	47,538	2,251	—	(465)	49,324
Total	<u>\$ 48,301</u>	<u>\$ 35,865</u>	<u>\$ 445</u>	<u>\$ (468)</u>	<u>\$ 84,143</u>

- (1) Operating results for the Services Division include the Engineering Business and the Government Business, and operating results for the Fabrication Division include the Automation Business, from the applicable Acquisition Date. See Note 3 for further discussion of the Englobal Acquisition.
- (2) The Shipyard Division is no longer a reportable segment effective January 1, 2025. Remaining operating results for our former Shipyard Division are included in other (income) expense, net on our Statement of Operations and are reflected within our Corporate Division. See Note 7 for further discussion of our former Shipyard Division and change in reportable segments.

**Future Performance Obligations**

The following table summarizes our remaining performance obligations for each of our reportable segments, disaggregated by contract type, at June 30, 2025 (in thousands):

	<b>June 30, 2025</b>		
	<b>Services</b>	<b>Fabrication</b>	<b>Total</b>
Fixed-price and unit-rate <sup>(1)</sup>	\$ 470	\$ 5,146	\$ 5,616
T&M and cost-reimbursable	—	1,184	1,184
Total <sup>(2)</sup>	<u>\$ 470</u>	<u>\$ 6,330</u>	<u>\$ 6,800</u>

- (1) Performance obligations at June 30, 2025, include approximately \$2.1 million related to the Englobal Business. See Note 3 for further discussion of the Englobal Acquisition.
- (2) We expect all of our performance obligations at June 30, 2025, to be recognized as revenue during 2025. Certain factors and circumstances could result in changes in the timing of recognition of our performance obligations as revenue and the amounts ultimately recognized.

## Contracts Assets and Liabilities

The timing of customer invoicing and recognition of revenue using the POC method may occur at different times. Customer invoicing is generally dependent upon contractual billing terms, which could provide for customer payments in advance of performing the work, milestone billings based on the completion of certain phases of the work, or billings when services are provided. Revenue recognized in excess of amounts billed is reflected as contract assets on our Balance Sheet, or to the extent we have an unconditional right to the consideration, is reflected as contract receivables on our Balance Sheet. Amounts billed in excess of revenue recognized, and accrued contract losses, are reflected as contract liabilities on our Balance Sheet. Information with respect to contracts that were incomplete at June 30, 2025 and December 31, 2024, is as follows (in thousands):

	June 30, 2025	December 31, 2024
Contract assets <sup>(1), (2)</sup>	\$ 7,727	\$ 8,611
Contract liabilities <sup>(3), (4)</sup>	(2,078)	(1,278)
Contracts in progress, net	<u>\$ 5,649</u>	<u>\$ 7,333</u>

- (1) The decrease in contract assets from December 31, 2024 to June 30, 2025, was primarily due to lower unbilled positions on various projects for our Fabrication Division, offset partially by contract assets related to the Englobal Business.
- (2) Contract assets at June 30, 2025 and December 31, 2024, excluded \$6.1 million and \$4.6 million, respectively, associated with revenue recognized in excess of amounts billed for which we have an unconditional right to the consideration. Such amounts are reflected within contract receivables. The increase from December 31, 2024 to June 30, 2025, was primarily due to higher unbilled positions on various projects for our Services Division and amounts related to the Englobal Business.
- (3) The increase in contract liabilities from December 31, 2024 to June 30, 2025, was primarily due to contract liabilities related to the Englobal Business.
- (4) Revenue recognized during the three months ended June 30, 2025 and 2024, from amounts included in our contract liabilities balance at March 31, 2025 and 2024, was \$0.3 million and \$0.8 million, respectively. Revenue recognized during the six months ended June 30, 2025 and 2024, from amounts included in our contract liabilities balance at December 31, 2024 and 2023, was \$0.9 million and \$4.6 million, respectively.

## Allowance for Doubtful Accounts and Credit Losses

Our provision for bad debts and credit losses is included in other (income) expense, net on our Statement of Operations. For each of the three and six months ended June 30, 2025, our provision for bad debts and credit losses was \$1.5 million related to a reserve for the Alliance Payment made in connection with the Englobal Acquisition, and for each of the three and six months ended June 30, 2024, was not significant. Our allowance for doubtful accounts and credit losses at June 30, 2025 and December 31, 2024, was \$1.7 million and \$0.2 million, respectively. We had no significant write-offs or recoveries of previously recorded bad debts during the three or six months ended June 30, 2025 or 2024. See Notes 1 and 3 for further discussion of the Englobal Acquisition and Alliance Payment and related reserve.

## Variable Consideration

For the three and six months ended June 30, 2025 and 2024, we had no material amounts in revenue related to unapproved change orders, claims or incentives.

## Changes in Project Estimates

We determine the impact of changes in estimated margins on projects for a given period by calculating the amount of revenue recognized in the period that would have been recognized in a prior period had such estimated margins been forecasted in the prior period. The total impact of changes in estimated margins for a project as disclosed on a quarterly basis may be different from the applicable year-to-date impact due to the application of the POC method and the changing progress of the project at each period end. Such impacts may also be different when a project is commenced and completed within the applicable year-to-date period but spans multiple quarters. For the three and six months ended June 30, 2025 and 2024, individual projects with significant changes in estimated margins did not have a material net impact on our operating results.

## Other Operating and Project Matters

During the six months ended June 30, 2024, we received insurance payments of \$2.0 million from our insurance carriers associated with interruptions to our operations and damage to buildings and equipment resulting from Hurricane Ida during 2021, of which \$0.3 million was reflected within investing activities and the remainder was classified within operating activities on our Statement of Cash Flows.

### 3. ACQUISITION

*Acquisition Summary* – On March 5, 2025, ENGlobal Corporation (“Englobal”) filed for chapter 11 bankruptcy relief (the “Englobal Chapter 11”) in the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”). In connection therewith, we entered into a senior secured, super-priority debtors-in-possession credit agreement effective March 5, 2025, as amended May 12, 2025 (the “DIP Credit Agreement”), as lender, with Englobal, as debtor-in-possession, and certain of its subsidiaries, as guarantors. The DIP Credit Agreement provided for potential loan amounts to Englobal of up to \$3.5 million in the aggregate, bearing interest at 12.0% per annum (plus a 4.0% default rate per annum, if applicable) and was secured by all assets of Englobal. Pursuant to the DIP Credit Agreement, during the first quarter 2025, we loaned Englobal \$1.2 million (which included the roll-up of a prepetition secured bridge loan), and during the second quarter 2025, we loaned Englobal \$2.3 million, for a total loan amount of \$3.5 million (the “DIP Loan”).

In addition, we entered into a loan sale and assignment agreement effective April 10, 2025 with Alliance 2000, Ltd. (“Alliance”), a creditor of Englobal, pursuant to which we assumed Alliance’s senior secured loan of \$2.4 million (the “Alliance Loan”) due from Englobal in exchange for a cash payment of \$1.5 million to Alliance (the “Alliance Payment”) during the second quarter 2025.

We entered into the DIP Loan and Alliance Loan with the right to “credit bid” any amounts then-owed under the agreements in any offer by us to purchase all or a portion of Englobal’s assets. On April 18, 2025, we were named as the successful bidder in the Bankruptcy Court-supervised auction process for certain assets of Englobal, which consisted of certain assets of Englobal’s automation business (“Automation Business”), engineering business (“Engineering Business”) and government business (“Government Business” and together with the Automation Business and Engineering Business, the “Englobal Business”). Accordingly, pursuant to an asset purchase agreement effective April 15, 2025, as amended May 19, 2025 (the “Asset Purchase Agreement”), we acquired the Automation Business effective May 12, 2025, and we acquired the Engineering Business and Government Business effective June 16, 2025 (collectively, the “Acquisition Date”), the consideration for which was the assumption of certain liabilities and a “credit bid” of the full amount of the DIP Loan (collectively, the “Englobal Acquisition”). We did not “credit bid” any portion of the Alliance Loan, and accordingly, it continues to be a senior secured obligation of Englobal owed to us.

*Preliminary Purchase Price Allocation* – We considered the DIP Loan amount of \$3.5 million to represent the purchase price (“Purchase Price”) of the Englobal Business given such amount was “credit bid” in connection with the Englobal Acquisition. The Purchase Price is reflected within investing activities on our Statement of Cash Flows. However, because the Alliance Loan was not “credit bid” and we currently do not believe that recovery from Englobal of the Alliance Payment is probable, we recorded a reserve against the full amount of the Alliance Payment, resulting in a charge of \$1.5 million for each of the three and six months ended June 30, 2025. In addition, for the three and six months ended June 30, 2025, we incurred transaction costs of \$0.3 million and \$0.5 million, respectively, associated with the Englobal Acquisition. The aforementioned charge and transaction costs are reflected within other (income) expense, net on our Statement of Operations for our Corporate Division. The Alliance Payment is reflected within investing activities, and the charge is reflected within operating activities, on our Statement of Cash Flows.

The Purchase Price was allocated to the major categories of assets and liabilities acquired based upon estimates of their fair values at the Acquisition Date, which were based, in part, upon outside appraisals for certain assets, including machinery and equipment and specifically-identifiable intangible assets. The excess of the Purchase Price over the estimated fair value of the net tangible and identifiable intangible assets acquired was recorded as goodwill. The factors contributing to the goodwill (which is all deductible for tax purposes) include the acquired established workforce, estimated future cost savings and potential revenue synergies associated with the Englobal Business. The following table summarizes our preliminary allocation of the Purchase Price as of the Acquisition Date (in thousands):

	<b>Purchase Price Allocation</b>
Tangible assets and liabilities:	
Contract receivables and retainage, net	\$ 2,162
Contract assets	723
Prepaid expenses and other assets	92
Machinery and equipment <sup>(1)</sup>	708
Accounts payable	(461)
Contract liabilities	(1,438)
Accrued expenses and other liabilities	(75)
Net tangible assets and liabilities	1,711
Intangible assets - trade name <sup>(2)</sup>	400
Goodwill <sup>(3)</sup>	1,389
Purchase Price	<u>\$ 3,500</u>

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- (1) Represents acquired machinery, equipment and vehicles. The fair values of the assets were estimated based on third-party appraisals.
- (2) Represents the estimated fair value of the existing Englobal trade name for the Automation Business with an estimated life of 5 years. The fair value of the trade name was estimated using the relief-from-royalty method, which incorporated Level 3 inputs and calculated the hypothetical royalty fees that would be saved by owning an intangible asset rather than licensing it from another owner. This method forecasts revenue over the estimated useful life of the asset and applies a royalty rate, tax rate and discount rate to such revenue to calculate the discounted cash flows to arrive at the trade name value. Amortization expense for our intangible assets was not material for either the three or six months ended June 30, 2025, and at June 30, 2025, our intangible asset balance associated with the Englobal Acquisition totaled \$0.4 million. Amortization expense is estimated to be \$0.1 million for 2025 and approximately \$0.1 million for each year thereafter through 2030.
- (3) The portion of the Purchase Price allocated to goodwill resides within our Automation Business, which is included within our Fabrication Division. See Note 1 for further discussion of our goodwill and reporting units.

The allocation of the Purchase Price and related amortization periods are based on preliminary information and are subject to change when additional information concerning final asset and liability valuations is obtained. We have not completed our final assessment of the fair value of the intangible assets and machinery and equipment. Our final purchase price allocation may result in adjustments to certain assets and liabilities, including working capital assets and liabilities associated with variable consideration for certain contracts, and the residual amount allocated to goodwill.

*Supplemental Pro Forma Financial Information* – The following unaudited pro forma condensed combined financial information (“Pro Forma Information”) gives effect to the Englobal Acquisition, accounted for as a business combination using the purchase method of accounting. The Pro Forma Information reflects the Englobal Acquisition and related events as if they occurred during the period beginning on January 1, 2024 (the earliest period presented in this Report), and gives effect to pro forma events that are directly attributable to the Englobal Acquisition, factually supportable and expected to have a continuing impact on the combined results of the Company and the Englobal Business following the Englobal Acquisition. The Pro Forma Information includes adjustments to: (1) remove transaction costs associated with the Englobal Acquisition of \$0.3 million and \$0.5 million for the three and six months ended June 30, 2025, respectively, and include such amounts in the six months ended June 30, 2024, (2) include incremental intangibles amortization, and reflect an increase or decrease in depreciation expense as applicable, for the three and six months ended June 30, 2025 and 2024, related to fair value adjustments associated with the Englobal Acquisition, and (3) include the historical results of the Englobal Business for the three and six months ended June 30, 2025 and 2024.

The Pro Forma Information has been presented for illustrative purposes only and is not necessarily indicative of the operating results that would have been achieved had the pro forma events taken place on the dates indicated. Further, the Pro Forma Information does not purport to project the future operating results of the combined company following the Englobal Acquisition. The following table presents the Pro Forma Information for the three and six months ended June 30, 2025 and 2024 (in thousands, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Pro forma revenue <sup>(1)</sup>	\$ 39,122	\$ 46,084	\$ 83,214	\$ 93,340
Pro forma net income (loss) <sup>(2)</sup>	(1,086)	1,122	1,907	6,032
Per share data:				
Basic income (loss) per share	\$ (0.07)	\$ 0.07	\$ 0.12	\$ 0.37
Diluted income (loss) per share	\$ (0.07)	\$ 0.07	\$ 0.12	\$ 0.36

- (1) Revenue attributable to the Englobal Business prior to the Acquisition Date was \$1.6 million, \$4.8 million, \$5.4 million and \$9.2 million, for the three months ended June 30, 2025 and 2024, and six months ended June 30, 2025 and 2024, respectively. Revenue attributable to the Englobal Business subsequent to the Acquisition Date was \$1.3 million for each of the three and six months ended June 30, 2025.
- (2) Net loss attributable to the Englobal Business prior to the Acquisition Date was \$0.8 million, \$0.8 million, \$1.9 million and \$1.6 million, for the three months ended June 30, 2025 and 2024, and six months ended June 30, 2025 and 2024, respectively. Net loss attributable to the Englobal Business subsequent to the Acquisition Date was \$0.5 million for each of the three and six months ended June 30, 2025.

#### 4. CREDIT FACILITIES AND DEBT

##### LC Facility

Our LC Facility, as amended, provides for up to \$10.0 million of letters of credit, subject to our cash securitization of the letters of credit, and has a maturity date of June 30, 2026. At June 30, 2025, we had \$1.2 million of outstanding letters of credit under the LC Facility. Commitment fees on the unused portion of the LC Facility are 0.4% per annum and interest on outstanding letters of credit is 1.5% per annum. See Note 5 for further discussion of our letters of credit and associated security requirements.

##### Surety Bonds

We issue surety bonds in the ordinary course of business to support our projects and certain of our insurance coverages, and at June 30, 2025, we had \$15.6 million of outstanding surety bonds. See Note 5 for further discussion of our surety bonds and related indemnification obligations.

## Note Agreement

In connection with the resolution of litigation for our former Shipyard Division, during 2023, we entered into a promissory note (“Note Agreement”) with certain of our Sureties (Fidelity & Deposit Company of Maryland and Zurich American Insurance Company (collectively, “Zurich”)), pursuant to which we will pay Zurich \$20.0 million. The Note Agreement bears interest at a fixed rate of 3.0% per annum, with principal and interest payable in 15 equal annual installments of approximately \$1.7 million. The first payment was made on December 30, 2024 and the final payment is due on December 31, 2038. At June 30, 2025, our outstanding balance and future annual principal maturities under the Note Agreement, were as follows (in thousands):

	Principal Maturities
2025	\$ 1,108
2026	1,141
2027	1,175
2028	1,210
2029	1,247
Thereafter	13,044
Total maturities <sup>(1)</sup>	18,925
Unamortized interest <sup>(2)</sup>	76
Total debt	\$ 19,001

(1) At June 30, 2025, the estimated present value of the Note Agreement amount was \$12.9 million based on an estimated market rate of interest.

(2) Due to the forbearance of interest from the issuance date of the Note Agreement until January 1, 2024, the effective rate on the Note Agreement is 2.9% per annum. Unamortized interest represents the difference between the effective interest rate and the stated interest rate on the Note Agreement.

## Mortgage Agreement

We have a multiple indebtedness mortgage arrangement (“Mortgage Agreement”) with Zurich to secure our obligations and liabilities under the Note Agreement. The Mortgage Agreement, as amended, encumbers all real estate associated with our Houma Facility, includes certain covenants and events of default, and requires that 50 percent of the net proceeds (as defined by the Mortgage Agreement) received by us in excess of \$8.0 million from the sale of any real estate of our Houma Facility be used to make early payments on the principal balance under the Note Agreement. The Mortgage Agreement will terminate when the Note Agreement is repaid. See “*Note Agreement*” above for further discussion of the Note Agreement.

## 5. COMMITMENTS AND CONTINGENCIES

### Routine Legal Proceedings

We are subject to various routine legal proceedings in the normal conduct of our business, primarily involving commercial disputes and claims, workers’ compensation claims, and claims for personal injury under general maritime laws of the U.S. and the Jones Act. While the outcome of these legal proceedings cannot be predicted with certainty, we believe that the outcome of any such proceedings, even if determined adversely, would not have a material adverse effect on our financial position, results of operations or liquidity.

### Forty-Vehicle Ferry Projects

As discussed in our 2024 Financial Statements, prior to 2024 we experienced rework, construction and commissioning challenges on our two forty-vehicle ferry projects for our former Shipyard Division as a result of customer design deficiencies, resulting in previous cost increases (including the need to fabricate a new hull for one of the vessels) and liquidated damages. During 2021, we submitted claims to our customer to recover the cost impacts of such design deficiencies. In accordance with contract requirements and North Carolina state law, in July 2024, we submitted our finalized claim to the customer for these cost and schedule impacts. In October 2024, the customer denied our claim, after which we filed a lawsuit in Superior Court for Wake County (docket number 24-CV-035012-910). In December 2024, the customer responded, denying liability and asserted a counterclaim in an unspecified amount, alleging defective workmanship in our construction of the ferries. The warranty claims asserted by the customer during the warranty periods for the vessels were not material and we are not aware of any other material claims regarding alleged defective workmanship for either vessel. In May 2025, a mediation between the parties was held; however, it was not successful. Discovery for the lawsuit is ongoing and trial is currently set for February 2, 2026. At June 30, 2025, no amounts have been included in revenue related to potential recoveries from our claim and we can provide no assurances that we will be successful with our claim or recover any previously incurred costs.

## **Insurance**

We maintain insurance coverage for various aspects of our business and operations. However, we may be exposed to future losses due to coverage limitations and our use of deductibles and retentions for our exposures related to property and equipment damage, builder's risk, third-party liability and workers' compensation and USL&H claims. During the second quarter 2025, we reviewed our insurance coverage options for our property and equipment and determined that the benefits of such coverage continue to be outweighed by coverage limitations and high premiums and deductibles. Accordingly, we continue to be generally uninsured for exposures resulting from any future damage to our property and equipment.

To the extent we have insurance coverage, we do not have an offset right for liabilities in excess of any deductibles and retentions. Accordingly, we have recorded a liability for estimated amounts in excess of our deductibles and retentions, and have recorded a corresponding asset related to estimated insurance recoveries, on our Balance Sheet. Further, to the extent we are uninsured, reserves are recorded based upon our estimates, with input from legal and insurance advisors. Changes in assumptions, as well as changes in actual experience, could cause these estimates to change.

## **Letters of Credit and Surety Bonds**

We obtain letters of credit under our LC Facility or surety bonds from financial institutions to provide to our customers in order to secure advance payments or guarantee performance under our contracts, or in lieu of retention being withheld on our contracts. Letters of credit under our LC Facility are subject to cash securitization of the full amount of the outstanding letters of credit. In the event of non-performance under a contract, our cash securitization with respect to the letter of credit supporting such contract would become the property of Whitney Bank. With respect to surety bonds, payments by a Surety pursuant to a bond in the event of non-performance are subject to reimbursement to such Surety by us under a general indemnity agreement relating to such bond. Such indemnification obligations may include the face amount of the surety bond, or portions thereof, as well as other reimbursable items such as interest and certain investigative expenses and legal fees of the Surety. Such indemnification obligations would require us to use our cash, cash equivalents or short-term investments, and we may not have sufficient liquidity to satisfy such indemnification obligations. When a contract is complete, the contingent obligation terminates, and letters of credit or surety bonds are returned. See Note 4 for further discussion of our LC Facility and surety bonds.

## **Environmental Matters**

Our operations are subject to extensive and changing U.S. federal, state and local laws and regulations, as well as the laws of other countries, that establish health and environmental quality standards. These standards relate to air and water pollutants and the management and disposal of hazardous substances and wastes, among others. We are exposed to potential liability for personal injury or property damage caused by any release, spill, exposure or other accident involving such pollutants, substances or wastes. In connection with the historical operation of our facilities, including those associated with acquired operations, substances which currently are or might be considered hazardous were used or disposed of at some sites that will or may require us to make expenditures for remediation. We believe we are in compliance, in all material respects, with environmental laws and regulations and maintain insurance coverage to mitigate exposure to environmental liabilities. We do not believe any environmental matters will have a material adverse effect on our financial condition, results of operations, cash flows or competitive position.

## **Leases**

We maintain operating leases for our corporate office and certain operating facilities and equipment. See Note 1 for further discussion of our leases.

## 6. INCOME (LOSS) PER SHARE AND SHAREHOLDERS' EQUITY

### Income (Loss) Per Share

The following table presents the computation of basic and diluted income (loss) per share for the three and six months ended June 30, 2025 and 2024 (in thousands, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Numerator:				
Net income (loss)	\$ (574)	\$ 1,889	\$ 3,253	\$ 8,129
Denominator:				
Weighted average basic shares	16,187	16,415	16,263	16,315
Effect of dilutive share-based awards	—	449	279	495
Weighted average diluted shares	16,187	16,864	16,542	16,810
Basic income (loss) per share	\$ (0.04)	\$ 0.12	\$ 0.20	\$ 0.50
Diluted income (loss) per share	\$ (0.04)	\$ 0.11	\$ 0.20	\$ 0.48

### Shareholders' Equity

We have a share repurchase program, as amended ("Share Repurchase Program"), authorizing the repurchase of up to \$10.0 million of our outstanding common stock expiring December 15, 2026. The timing and amount of any share repurchases is at the discretion of management and may be made from time to time through transactions in the open market, in privately negotiated transactions or by other means in accordance with applicable laws. The Share Repurchase Program does not obligate us to repurchase any shares of our common stock and may be modified, increased, suspended or terminated at the discretion of the Board. During the six months ended June 30, 2025 and 2024, we repurchased 523,593 and 60,860 shares of our common stock for \$3.4 million and \$0.3 million, respectively, and at June 30, 2025, we had remaining authorization to purchase \$5.3 million under the Share Repurchase Program.



## 7. REPORTABLE SEGMENTS

During 2021, we sold our former Shipyard Division operating assets and certain construction contracts and commenced the wind down of our remaining Shipyard Division operations, which consisted of completion of a seventy-vehicle ferry and two forty-vehicle ferry projects (collectively, the “Ferry Projects”). The wind down of our Shipyard Division operations was substantially completed in the fourth quarter 2023 and final completion occurred in the first quarter 2025 with the expiration of the last warranty period for the Ferry Projects. While our Shipyard Division represented a reportable segment for the year ended December 31, 2024, the Shipyard Division is no longer a reportable segment effective January 1, 2025. Accordingly, we currently operate and manage our business through two operating divisions (“Services” and “Fabrication”) and one non-operating division (“Corporate”), which represent our reportable segments. Remaining operating results for our former Shipyard Division for the three and six months ended June 30, 2025, are included in other (income) expense, net on our Statement of Operations and are reflected within our Corporate Division.

Further, during the second quarter 2025, we acquired the Automation Business, for which the operating results are reflected within in our Fabrication Division from the applicable Acquisition Date, and we acquired the Engineering Business and Government Business, for which the operating results are reflected within our Services Division from the applicable Acquisition Date. The Automation Business provides engineering, design, fabrication and integration of industrial automation systems to the oil and gas, renewable energy and traditional power industries. The Engineering Business provides various engineering solutions to the oil and gas and renewable energy industries. The Government Business provides Englobal’s engineering and automation solutions to federal, state and local governments and educational institutions, generally in the form of technical field services. See Note 3 for further discussion of the Englobal Acquisition. Our two operating divisions and Corporate Division are discussed below.

*Services Division* – Our Services Division provides maintenance, repair, construction, scaffolding, coatings, welding enclosures, cleaning and environmental and other specialty services on offshore platforms and inland structures and at industrial facilities; provides services required to connect production equipment and service modules and equipment on offshore platforms; and provides engineering, design, project management, commissioning and technical field services for the oil and gas and renewable energy industries and federal, state and local governments. Our services activities are managed from our various Facilities.

*Fabrication Division* – Our Fabrication Division fabricates modules, skids and piping systems for onshore refining, petrochemical, LNG and industrial facilities and offshore facilities; fabricates foundations, secondary steel components and support structures for alternative energy developments and coastal mooring facilities; fabricates, assembles and integrates industrial automation systems for the oil and gas, renewable energy and traditional power industries; fabricates offshore production platforms and associated structures, including jacket foundations, piles and topsides for fixed production and utility platforms, as well as hulls and topsides for floating production and utility platforms for the oil and gas industry; and fabricates other complex steel structures and components for a variety of end markets. Our fabrication activities are performed at our Houma Facility and Houston Facility.

*Corporate Division and Allocations* – Our Corporate Division includes costs that do not directly relate to our operating divisions. Such costs include, but are not limited to, costs of maintaining our corporate office, executive management salaries and incentives, Board fees, certain insurance costs and costs associated with overall corporate governance and reporting requirements for a publicly traded company. Shared resources and costs that benefit more than one operating division are allocated amongst the operating divisions based on each operating division’s estimated share of the benefit received. Such costs include, but are not limited to, human resources, insurance, information technology, accounting, business development and certain division leadership costs.

*Segment Results* – Our chief operating decision maker is our chief executive officer and he generally evaluates the performance of, and allocates resources to, our divisions based upon gross profit or loss and operating income or loss. Segment assets are comprised of all assets attributable to each division. Intersegment revenues are priced at the estimated fair value of work performed. Summarized financial information for our segments as of and for the three and six months ended June 30, 2025 and 2024, is as follows (in thousands):

Three Months Ended June 30, 2025					
	Services <sup>(1)</sup>	Fabrication <sup>(1)</sup>	Shipyard <sup>(2)</sup>	Corporate	Consolidated
Revenue (eliminations)	\$ 21,978	\$ 15,845	\$ —	\$ (285)	\$ 37,538
Cost of revenue	19,580	14,682	—	(285)	33,977
Gross profit	2,398	1,163	—	—	3,561
General and administrative expense	829	828	—	1,629	3,286
Other (income) expense, net	—	(72)	—	1,426	1,354
Operating income (loss)	\$ 1,569	\$ 407	\$ —	\$ (3,055)	\$ (1,079)

**Other financial information:**

Depreciation and amortization expense	\$ 437	\$ 733	\$ —	\$ 24	\$ 1,194
Interest (expense) income, net	\$ —	\$ —	\$ —	\$ 510	\$ 510
Capital expenditures	\$ 71	\$ 238	\$ —	\$ —	\$ 309
Total assets <sup>(3)</sup>	\$ 25,659	\$ 41,745	\$ —	\$ 66,944	\$ 134,348

Three Months Ended June 30, 2024					
	Services	Fabrication	Shipyard	Corporate	Consolidated
Revenue (eliminations)	\$ 22,767	\$ 18,727	\$ 36	\$ (268)	\$ 41,262
Cost of revenue	19,879	17,488	5	(268)	37,104
Gross profit	2,888	1,239	31	—	4,158
General and administrative expense	687	545	—	2,122	3,354
Other (income) expense, net	12	(435)	22	(78)	(479)
Operating income (loss)	\$ 2,189	\$ 1,129	\$ 9	\$ (2,044)	\$ 1,283

**Other financial information:**

Depreciation and amortization expense	\$ 486	\$ 674	\$ —	\$ 80	\$ 1,240
Interest (expense) income, net	\$ —	\$ —	\$ —	\$ 603	\$ 603
Capital expenditures	\$ 373	\$ 640	\$ —	\$ —	\$ 1,013
Total assets <sup>(3)</sup>	\$ 26,179	\$ 39,449	\$ 541	\$ 67,094	\$ 133,263

Six Months Ended June 30, 2025					
	Services <sup>(1)</sup>	Fabrication <sup>(1)</sup>	Shipyard <sup>(2)</sup>	Corporate	Consolidated
Revenue (eliminations)	\$ 41,833	\$ 36,539	\$ —	\$ (561)	\$ 77,811
Cost of revenue	37,152	31,044	—	(561)	67,635
Gross profit	4,681	5,495	—	—	10,176
General and administrative expense	1,529	1,395	—	3,597	6,521
Other (income) expense, net	—	(102)	—	1,556	1,454
Operating income (loss)	\$ 3,152	\$ 4,202	\$ —	\$ (5,153)	\$ 2,201

**Other financial information:**

Depreciation and amortization expense	\$ 919	\$ 1,431	\$ —	\$ 100	\$ 2,450
Interest (expense) income, net	\$ —	\$ —	\$ —	\$ 1,059	\$ 1,059
Capital expenditures	\$ 71	\$ 545	\$ —	\$ —	\$ 616
Total assets <sup>(3)</sup>	\$ 25,659	\$ 41,745	\$ —	\$ 66,944	\$ 134,348

**Six Months Ended June 30, 2024**

	<b>Services</b>	<b>Fabrication</b>	<b>Shipyards</b>	<b>Corporate</b>	<b>Consolidated</b>
Revenue (eliminations)	\$ 48,301	\$ 35,865	\$ 445	\$ (468)	\$ 84,143
Cost of revenue	41,800	32,434	95	(468)	73,861
Gross profit	6,501	3,431	350	—	10,282
General and administrative expense	1,430	986	—	4,422	6,838
Other (income) expense, net	15	(3,405)	(1)	(156)	(3,547)
Operating income (loss)	<u>\$ 5,056</u>	<u>\$ 5,850</u>	<u>\$ 351</u>	<u>\$ (4,266)</u>	<u>\$ 6,991</u>
<b>Other financial information:</b>					
Depreciation and amortization expense	\$ 966	\$ 1,309	\$ —	\$ 158	\$ 2,433
Interest (expense) income, net	\$ —	\$ —	\$ —	\$ 1,145	\$ 1,145
Capital expenditures	\$ 667	\$ 2,899	\$ —	\$ —	\$ 3,566
Total assets <sup>(3)</sup>	\$ 26,179	\$ 39,449	\$ 541	\$ 67,094	\$ 133,263

- (1) Operating results for the Services Division include the Engineering Business and the Government Business, and operating results for the Fabrication Division include the Automation Business, from the applicable Acquisition Date. See Note 3 for further discussion of the Englobal Acquisition.
- (2) The Shipyards Division is no longer a reportable segment effective January 1, 2025. Remaining operating results for our former Shipyards Division are included in other (income) expense, net on our Statement of Operations and are reflected within our Corporate Division.
- (3) Cash and short-term investments are reported within our Corporate Division.

## 8. SUBSEQUENT EVENTS

On July 4, 2025, the One Big Beautiful Bill Act (“OBBBA”) was enacted and includes tax reform provisions that amend, eliminate and extend tax rules under the Inflation Reduction Act of 2022 and the Tax Cuts and Jobs Act of 2017 and makes other changes to the Internal Revenue Code of 1986, as amended. We are evaluating the potential effect of the OBBBA on our Financial Statements and related disclosures.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" is provided to assist readers in understanding our financial performance during the periods presented and significant trends that may impact our future performance. This discussion should be read in conjunction with our Financial Statements and the related notes thereto. References to "*Notes*" relate to the Notes to our Financial Statements in Item 1. References to "*nm*" relate to percentage references that are not considered meaningful. Certain terms are defined in the "*Glossary of Terms*" beginning on page ii of this Report.

### Cautionary Statement on Forward-Looking Information

This Report contains forward-looking statements in which we discuss our potential future performance, operations and projects. Forward-looking statements, within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995, are all statements other than statements of historical facts, such as projections or expectations relating to operating results; diversification and entry into new end markets; our integration of the Englobal Business into our existing operations and realization of the anticipated benefits of the Englobal Acquisition; industry outlook; oil and gas prices; timing of investment decisions and new project awards; cash flows and cash balance; capital expenditures; tax rates; implementation of our Share Repurchase Program and any other return of capital to shareholders; liquidity; and execution of strategic initiatives. The words "anticipates," "may," "can," "plans," "believes," "estimates," "expects," "projects," "targets," "intends," "likely," "will," "should," "to be," "potential" and any similar expressions are intended to identify those assertions as forward-looking statements. The timing and amount of any share repurchases under the Share Repurchase Program will be at the discretion of management and will depend on a variety of factors including, but not limited to, our operating performance, cash flow and financial position, the market price of our common stock and general economic and market conditions. The Share Repurchase Program may be modified, increased, suspended or terminated at any time at the Board's discretion. Any other return of capital to shareholders will be at the discretion of the Board.

We caution readers that forward-looking statements are not guarantees of future performance and actual results may differ materially from those anticipated, projected or assumed in the forward-looking statements. Important factors that can cause our actual results to differ materially from those anticipated in the forward-looking statements include: our ability to successfully integrate the Englobal Business into our existing operations and realize the anticipated benefits of the Englobal Acquisition; cyclical nature of the oil and gas industry; competitive pricing and cost overruns on our projects; competition; reliance on significant customers; timing and our ability to secure and commence execution of new project awards, including fabrication projects for refining, petrochemical, LNG, industrial and sustainable energy end markets; supply chain disruptions, inflationary pressures, economic slowdowns and recessions, natural disasters, public health crises, labor costs and geopolitical conflicts, and the related volatility in oil and gas prices and other factors impacting the global economy; changes in contract estimates; operating dangers, weather events and availability and limits on insurance coverage; utilization of facilities; operability and adequacy of our major equipment; changes in trade policies of the U.S. and other countries, including tariffs and related market uncertainties; adjustments to previously reported profits or losses under the percentage-of-completion method; our ability to employ a skilled workforce; loss of key personnel; failure of our safety assurance program; weather impacts to operations; performance of subcontractors and dependence on suppliers; our ability to maintain and further improve project execution; nature of our contract terms and customer adherence to such terms; suspension or termination of projects; customer or subcontractor disputes; systems and information technology interruption or failure and data security breaches; our ability to raise additional capital; our ability to amend or obtain new debt financing or credit facilities on favorable terms; our ability to generate sufficient cash flow; our ability to resolve any material legal proceedings; our ability to obtain letters of credit or surety bonds and ability to meet any indemnification obligations thereunder; consolidation of our customers; financial ability and credit worthiness of our customers; barriers to entry into new lines of business; our ability to execute our Share Repurchase Program and enhance shareholder value; any future asset impairments; compliance with regulatory and environmental laws; lack of navigability of canals and rivers; performance of partners in any future joint ventures and other strategic alliances; shareholder activism; and other factors described under "Risk Factors" in Part I, Item 1A of our 2024 Annual Report as updated under "*Risk Factors*" in Part II, Item 1A of this Report and as may be further updated by subsequent filings with the SEC.

Additional factors or risks that we currently deem immaterial, that are not presently known to us or that arise in the future could also cause our actual results to differ materially from our expected results. Given these uncertainties, investors are cautioned that many of the assumptions upon which our forward-looking statements are based are likely to change after the date the forward-looking statements are made, which we cannot control. Further, we may make changes to our business plans that could affect our results. We caution investors that we undertake no obligation to publicly update or revise any forward-looking statements, which speak only as of the date made, for any reason, whether as a result of new information, future events or developments, changed circumstances, or otherwise, and notwithstanding any changes in our assumptions, changes in business plans, actual experience or other changes.

## **Overview**

We are a leading fabricator of complex steel structures, modules and automation systems, and a provider of specialty services, including engineering, project management, commissioning, repair, maintenance, scaffolding, coatings, welding enclosures, cleaning and environmental, and technical field services to the industrial, energy and government sectors. Our customers include U.S. and, to a lesser extent, international energy producers; refining, petrochemical, LNG, industrial and power operators; EPC companies; and federal, state and local governments. We currently operate and manage our business through two operating divisions (“Services” and “Fabrication”) and one non-operating division (“Corporate”), which represent our reportable segments. Our corporate headquarters is located in The Woodlands, Texas and our primary operating facilities are located in Houma, Louisiana (“Houma Facility”) and Houston, Texas (“Houston Facility”). See Note 7 for further discussion of our reportable segments.

## **Former Shipyard Division**

During 2021, we sold our former Shipyard Division operating assets and certain construction contracts and commenced the wind down of our remaining Shipyard Division operations, which consisted of completion of a seventy-vehicle ferry and two forty-vehicle ferry projects (collectively, the “Ferry Projects”). The wind down of our Shipyard Division operations was substantially completed in the fourth quarter 2023 and final completion occurred in the first quarter 2025 with the expiration of the last warranty period for the Ferry Projects. While our Shipyard Division represented a reportable segment for the year ended December 31, 2024, the Shipyard Division is no longer a reportable segment effective January 1, 2025. Remaining operating results for our former Shipyard Division for the three and six months ended June 30, 2025, are included in other (income) expense, net on our Statement of Operations and are reflected within our Corporate Division. See Note 7 for further discussion of our former Shipyard Division.

## **Acquisition**

During the second quarter 2025, we acquired the Automation Business effective May 12, 2025, for which the operating results are reflected within in our Fabrication Division from the applicable Acquisition Date, and we acquired the Engineering Business and the Government Business effective June 16, 2025, for which the operating results are reflected within our Services Division from the applicable Acquisition Date. See Notes 3 and 7 for further discussion of the Englobal Acquisition.

## **Impacts of Oil and Gas Price Volatility and Macroeconomic Conditions on Operations**

For over a decade, prices of oil and gas have experienced significant volatility, including depressed prices, which negatively impacted certain of our end markets and operating results, and elevated energy prices, which positively impacted certain of our end markets and operating results. While oil prices have somewhat stabilized, such stability is uncertain and difficult to predict, particularly in light of geopolitical turmoil and uncertainty. In addition, global economic factors that are beyond our control, have and could continue to impact our operations, including, but not limited to, labor constraints, trade policy (including tariffs) and related market uncertainty, supply chain disruptions, inflationary pressures, economic slowdowns and recessions, natural disasters, public health crises and geopolitical conflicts.

The ultimate business and financial impacts of oil and gas price volatility and macroeconomic conditions on our business and results of operations continues to be uncertain, but the impacts have included, or may continue to include, among other things, reduced bidding activity; suspension or termination of backlog; deterioration of customer financial condition; and unanticipated project costs and schedule delays due to supply chain disruptions, labor and material price increases, lower labor productivity, increased employee and contractor turnover, craft labor hiring challenges, increased safety incidents, lack of performance by subcontractors and suppliers, and contract disputes. We continue to monitor the impacts of oil and gas price volatility and macroeconomic conditions on our operations, and our estimates in future periods will be revised for any events and changes in circumstances arising after the date of this Report. See Note 1 for further discussion of the impacts of oil and gas price volatility and macroeconomic conditions and Note 2 for further discussion of the impacts of the aforementioned on our projects.

## **Recent Regulatory Changes**

On July 4, 2025, the One Big Beautiful Bill Act (“OBBBA”) was enacted and includes tax reform provisions that amend, eliminate and extend tax rules under the Inflation Reduction Act of 2022 and the Tax Cuts and Jobs Act of 2017 and makes other changes to the Internal Revenue Code of 1986, as amended. We are evaluating the potential effect of the OBBBA on our Financial Statements and related disclosures. See Note 8 for further discussion of the OBBBA.

## Strategic Transformation

During 2020, we embarked on a strategy to address previous operational, market and economic challenges and position the Company to generate stable, profitable growth. Underpinning the first phase of our strategic transformation was a focus on the following initiatives:

- Reduce our risk profile;
- Preserve and improve our liquidity;
- Improve our resource utilization and centralize key project resources;
- Improve our competitiveness and project execution; and
- Reduce our reliance on the offshore oil and gas construction sector and pursue new growth end markets.

With the significant progress achieved on these objectives, including the completion of the wind down of our former Shipyard Division operations, we have shifted our priorities to the current phase of our strategic transformation, which is focused on generating stable, profitable growth. Underpinning this strategy is a focus on the following initiatives, which encompass any ongoing initiatives associated with the first phase of our strategic transformation:

- Expand our skilled workforce;
- Further improve our resource utilization;
- Further strengthen project execution and maintain bidding discipline;
- Diversify our offshore services customer base, increase our offshore services offerings and expand our services business to include onshore facilities along the Gulf Coast;
- Continue to pursue opportunities in our traditional offshore fabrication markets; and
- Reduce our reliance on the offshore oil and gas construction sector, pursue new growth end markets and increase our T&M versus fixed price revenue mix, including:
  - Fabricating modules, piping systems and other structures for onshore refining, petrochemical, LNG and industrial facilities in our core Gulf Coast region,
  - Fabricating structures in support of our customers as they transition away from fossil fuels to alternative energy end markets,
  - Fabricating structures that support public and private construction activities outside of energy end markets, and
  - Fabricating foundations, secondary steel components and support structures for offshore wind developments.

## Progress on the Current Phase of our Strategic Transformation

*Efforts to expand our skilled workforce* – We are focused on ways to improve retention and enhance and add to our skilled, craft personnel, as we believe a strong workforce will be a key differentiator in pursuing new project awards given the scarcity of available skilled labor. We continue to evaluate opportunities to expand our skilled labor headcount given the favorable demand trends, including strategic acquisitions to increase our craft labor headcount.

*Efforts to further improve our resource utilization* – We are focused on maintaining and growing our small-scale fabrication business to provide more consistent utilization of our resources, while continuing to selectively pursue large-scale fabrication opportunities that meet our risk and reward expectations. In addition, we have taken actions to improve our resource utilization through the rationalization and integration of our facilities and operations. During the first quarter 2024, we sold certain real property (consisting of land and buildings) and further consolidated our fabrication operations within our Houma Facility. See Note 1 for further discussion of the property sale.

*Efforts to further strengthen project execution and maintain bidding discipline* – We have taken, and continue to take, actions to improve our project execution by enhancing our proposal, estimating and operations resources, processes and procedures. Our actions include strategic changes in management and key personnel, the addition of functional expertise, project management training, development of a formal “lessons learned” program, and other measures designed to strengthen our personnel, processes and procedures. Further, we are taking a disciplined approach to pursuing and bidding project opportunities, putting more rigor around our bid estimates to provide greater confidence that our estimates are achievable, increasing accountability and providing incentives for the execution of projects in line with our original estimates and subsequent forecasts, and incorporating previous experience into the bidding and execution of future projects. Additionally, we are focused on managing the risks associated with long-term fixed price contracts given the unpredictability of labor availability and labor and material costs, with a priority on increasing the mix of T&M contracts in our backlog.

*Efforts to diversify our offshore services customer base, increase our offshore services offerings and expand our services business to include onshore facilities along the Gulf Coast* – We believe diversifying and expanding our services business will deliver a more stable revenue stream while providing underpinning work to recruit, develop and retain our craft professionals. During the second quarter 2024, we expanded our offshore services offering to include cleaning and environmental services, which provides flushing and removal of hydrocarbon residue from process equipment and piping on offshore facilities prior to the performance of maintenance, repair or decommissioning. We are also pursuing opportunities to partner with original equipment manufacturers and other potential partners to provide critical services and value added solutions to our customers in the Gulf of America (“GOA”) and along the Gulf Coast. In addition, during the second quarter 2025, we completed the Englobal Acquisition, which broadened our service offerings to include engineering and technical field services and expanded our customer base.

*Efforts to continue to pursue opportunities in our traditional offshore fabrication markets* – We continue to fabricate structures associated with our traditional offshore markets, including subsea and associated structures. During 2024, we were awarded multiple contracts for the fabrication of subsea structures, resulting from our previous strategic decision to focus our resources on the subsea fabrication market. While subsea fabrication activity during the first half of 2025 has been less than expectations, we anticipate improvement in the back half of 2025 and in 2026 associated with subsea developments across the GOA, Guyana and Brazil.

*Efforts to reduce our reliance on the offshore oil and gas construction sector, pursue new growth end markets and increase our T&M versus fixed price revenue mix* – While we continue to pursue opportunities in our traditional offshore markets, we are pursuing initiatives to grow our business and diversify our revenue mix.

- *Fabricate onshore modules, piping systems and structures* – We continue to focus our business development efforts on the fabrication of modules, piping systems and other structures for onshore refining, petrochemical, LNG and industrial facilities. We are having success with smaller project opportunities and our volume of bidding activity for onshore modules, piping systems and structures continues to be strong. We continue to believe that our strategic location in Houma, Louisiana and previous record of quality and on-time completion of onshore modules position us well to compete in the onshore fabrication market. In addition, during the second quarter 2025, we completed the Englobal Acquisition, which broadened our fabrication offerings to include the fabrication of automation systems, expanded our customer base and strengthened our fabrication offerings with supplemental engineering capabilities. We intend to remain disciplined in our pursuit of future large project opportunities to ensure we do not take unnecessary risks generally associated with the long-term, fixed-price nature of such projects. The timing of any future large project opportunities may be impacted by ongoing uncertainty created by oil and gas price volatility and macroeconomic conditions. In the interim, we continue to strengthen our relationships with key customers and strategic partners to enhance our competitive position. See Note 1 and “*Impacts of Oil and Gas Price Volatility and Macroeconomic Conditions on our Operations*” above for further discussion of the impacts of oil and gas price volatility and macroeconomic conditions, and Notes 3 and 7 for further discussion of the Englobal Acquisition.
- *Fabricate structures in support of our customers as they transition away from fossil fuels to alternative energy end markets* – We believe that our expertise and capabilities provide us with the necessary foundation to fabricate steel structures in support of our customers as they transition away from fossil fuels to alternative energy end markets. Examples of these opportunities include refiners who are looking to process biofuels, customers looking to embrace the growing hydrogen economy, and customers using carbon capture technologies to offset their carbon footprint.
- *Fabricate structures that support public and private construction activities outside of energy end markets* – We believe our expertise and capabilities for the fabrication of steel structures will enable us to successfully serve a wide range of construction markets. Examples of these opportunities include private construction for the fabrication of structures for data centers and semiconductor manufacturing sites and public construction related to the fabrication of structures to support infrastructure spending and the federal government, such as our contract to support the NASA Artemis Mobile Launcher 2 project.
- *Fabricate offshore wind foundations, secondary steel components and support structures* – We continue to believe that current initiatives, and potential future requirements, to provide electricity from renewable and green sources will result in growth of offshore wind projects. We believe that we possess the expertise to fabricate foundations, secondary steel components and support structures for this emerging market. This is demonstrated by our fabrication of wind turbine foundations for the first offshore wind project in the U.S. and the fabrication of a meteorological tower and platform for a separate offshore wind project. While we believe we have the capability to participate in this emerging market, we do not expect meaningful opportunities in the near term.

## Operating Outlook

Our focus remains on securing profitable new project awards and backlog and generating operating income and cash flows, while ensuring the safety and well-being of our workforce. Our success, including achieving the aforementioned initiatives, will be determined by, among other things:

- Our ability to hire, develop, motivate and retain key personnel and craft labor to execute our projects in light of industry-wide labor constraints, and maintain our expected project margins if such constraints result in labor cost increases that cannot be recovered from our customers;
- Oil and gas prices and the level of volatility in such prices, including the impact of macroeconomic conditions, geopolitical conflicts and trade policies (including tariffs);
- The level of fabrication opportunities in our traditional offshore markets and the new markets that we are pursuing, including refining, petrochemical, LNG and industrial facilities, alternative energy and offshore wind developments;
- Our ability to secure new project awards through competitive bidding and/or alliance and partnering arrangements;
- The timing of recognition of our backlog and new project awards as revenue;
- The utilization of our facilities and resources resulting from the amount and timing of new project awards and their execution;
- Our ability to execute projects within our cost estimates and successfully manage them through completion;
- The successful integration of the Englobal Business into our operations, including retention of customers and personnel;
- Consideration of organic and inorganic opportunities for growth, including, but not limited to, mergers, acquisitions, joint ventures, partnerships and other strategic arrangements, transactions and capital allocations; and
- The operability and adequacy of our major equipment.

In addition, our results may also be adversely affected by (i) losses associated with the Englobal Business until it generates sufficient revenue to fully recover its operating costs, (ii) costs associated with the retention of certain personnel that may be temporarily under-utilized as we evaluate our resource requirements to support our future operations, (iii) investments in key personnel and process improvement efforts to support our aforementioned initiatives, (iv) costs associated with the pursuit of, and investments in, strategic opportunities, and (v) costs associated with investments in organic growth opportunities prior to generating sufficient revenue to fully recover such costs, if at all. See Note 1 and “*Impacts of Oil and Gas Volatility and Macroeconomic Conditions on Operations*” above for further discussion of the impacts of oil and gas price volatility and macroeconomic conditions and Note 2 and “*Results of Operations*” below for further discussion of our project impacts.

## Critical Accounting Policies

For a discussion of critical accounting policies and estimates used in the preparation of our Financial Statements, refer to “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” in Part II, Item 7 included in our 2024 Annual Report. There have been no changes to our critical accounting policies and estimates since December 31, 2024.



## New Project Awards and Backlog

New project awards represent expected revenue values of new contract commitments received during a given period, including scope growth on existing commitments. A commitment represents authorization from our customer to begin work or purchase materials pursuant to a written agreement, letter of intent or other form of authorization. Backlog represents the unrecognized revenue value of our new project awards and at June 30, 2025, was consistent with the value of remaining performance obligations for our contracts required to be disclosed under Topic 606 and presented in Note 2. In general, a performance obligation is a contractual obligation to construct and/or transfer a distinct good or service to a customer. The transaction price of a contract is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. We believe that backlog, a non-GAAP financial measure, provides useful information to investors as it represents work that we are obligated to perform under our current contracts. New project awards and backlog may vary significantly each reporting period based on the timing of our major new contract commitments.

Projects in our backlog are generally subject to delay, suspension, termination, or an increase or decrease in scope at the option of the customer; however, the customer is required to pay us for work performed and materials purchased through the date of termination, suspension, or decrease in scope. Depending on the size of the project, the delay, suspension, termination, or increase or decrease in scope of any one contract could significantly impact our backlog and change the expected amount and timing of revenue recognized. New project awards by reportable segment for the three and six months ended June 30, 2025 and 2024, are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025 <sup>(1)</sup>	2024	2025 <sup>(1)</sup>	2024
Services	\$ 21,858	\$ 22,392	\$ 41,729	\$ 47,860
Fabrication	10,558	17,610	24,943	35,882
Shipyard <sup>(2)</sup>	—	76	—	354
Eliminations	(285)	(268)	(561)	(468)
Total	\$ 32,131	\$ 39,810	\$ 66,111	\$ 83,628

- (1) New awards for the Services Division include the Engineering Business and the Government Business, and new awards for the Fabrication Division include the Automation Business, from the applicable Acquisition Date. See Note 3 for further discussion of the Englobal Acquisition.
- (2) The Shipyard Division is no longer a reportable segment effective January 1, 2025. Remaining operating results for our former Shipyard Division are included in other (income) expense, net on our Statement of Operations and are reflected within our Corporate Division.

Backlog by reportable segment at June 30, 2025 and December 31, 2024, is as follows (in thousands):

	June 30, 2025		December 31, 2024	
	Amount	Labor Hours	Amount	Labor Hours
Services	\$ 470	2	\$ 52	1
Fabrication	6,330	45	15,499	123
Total <sup>(1), (2)</sup>	\$ 6,800	47	\$ 15,551	124

- (1) Backlog at June 30, 2025, includes approximately \$2.1 million related to the Englobal Business. See Note 3 for further discussion of the Englobal Acquisition.
- (2) We expect all of our backlog at June 30, 2025, to be recognized as revenue during 2025. Certain factors and circumstances could result in changes in the timing of recognition of our backlog as revenue and the amounts ultimately recognized.

## Results of Operations

*Comparison of the Three Months Ended June 30, 2025 and 2024* (in thousands in each table, except for percentages):

### Consolidated

	Three Months Ended June 30,		Favorable (Unfavorable) Change
	2025	2024	
New project awards	\$ 32,131	\$ 39,810	\$ (7,679)
Revenue	\$ 37,538	\$ 41,262	\$ (3,724)
Cost of revenue	33,977	37,104	3,127
Gross profit	3,561	4,158	(597)
Gross profit percentage	9.5%	10.1%	
General and administrative expense	3,286	3,354	68
Other (income) expense, net	1,354	(479)	(1,833)
Operating income (loss)	(1,079)	1,283	(2,362)
Interest (expense) income, net	510	603	(93)
Income (loss) before income taxes	(569)	1,886	(2,455)
Income tax (expense) benefit	(5)	3	(8)
Net income (loss)	\$ (574)	\$ 1,889	\$ (2,463)

References below to 2025 and 2024 refer to the three months ended June 30, 2025 and 2024, respectively. Consolidated operating results for 2025 include the results of the Englobal Business from the Acquisition Date, including an operating loss of \$0.5 million. Specifically, operating results for the Fabrication Division include the Automation Business, and operating results for the Services Division include the Engineering Business and Government Business, from the applicable Acquisition Date. See Notes 3 and 7 for further discussion of the Englobal Acquisition.

*New project awards* – New project awards for 2025 and 2024 were \$32.1 million and \$39.8 million, respectively. New project awards for 2025 and 2024 were primarily related to:

- Small-scale fabrication work for our Fabrication Division, and
- Offshore services work for our Services Division.

*Revenue* – Revenue for 2025 and 2024 was \$37.5 million and \$41.3 million, respectively. The decrease was primarily due to:

- Lower revenue for our Services Division (a decrease of \$0.8 million), primarily attributable to lower offshore services work, and
- Lower revenue for our Fabrication Division (a decrease of \$2.9 million), primarily attributable to lower small-scale fabrication activity.

*Gross profit* – Gross profit for 2025 and 2024 was \$3.6 million (9.5% of revenue) and \$4.2 million (10.1% of revenue), respectively. The decrease in gross profit for 2025 relative to 2024 was primarily due to:

- Lower revenue for our Fabrication Division and Services Division,
- A lower margin project mix for our Services Division, and
- Lower utilization of our facilities and resources for our Fabrication Division, including the underutilization of our facilities and resources for the Automation Business, offset partially by,
- A higher margin project mix for our Fabrication Division.

*General and administrative expense* – General and administrative expense for 2025 and 2024 was \$3.3 million and \$3.4 million, respectively, representing a decrease of 2.0%. The decrease was primarily due to:

- Lower incentive plan costs for our Corporate Division, and
- The timing of certain costs for all our divisions, offset partially by,
- Higher costs for our Fabrication Division and Services Division, including the acquisition of the Englobal Business.

*Other (income) expense, net* – Other (income) expense, net for 2025 and 2024 was expense of \$1.4 million and income of \$0.5 million, respectively. Other (income) expense, net generally represents recoveries or provisions for bad debts and credit losses, gains or losses associated with the sale or disposition of property and equipment, and income or expense associated with certain nonrecurring items. Other expense for 2025 was primarily due to:

- A charge of \$1.5 million related to the Alliance Payment made in connection with the Englobal Acquisition for our Corporate Division, and
- Transaction costs of \$0.3 million associated with the Englobal Acquisition for our Corporate Division, offset partially by,
- A gain of \$0.4 million associated with insurance recoveries for our Corporate Division.

Other income for 2024 was primarily due to:

- Gains of \$0.7 million on the sales of excess equipment for our Fabrication Division, and
- Gains on the sales of scrap materials and other miscellaneous income items for our Fabrication Division, offset partially by,
- Costs of \$0.4 million associated with the consolidation of fabrication activities at our Houma Facility for our Fabrication Division.

See Notes 3 and 7 for further discussion of the Englobal Acquisition.

*Interest (expense) income, net* – Interest (expense) income, net for 2025 and 2024 was income of \$0.5 million and \$0.6 million, respectively. Interest (expense) income, net for both periods includes the net impact of interest earned on our cash and short-term investment balances and interest incurred on our long-term debt and the unused portion of our LC Facility.

*Income tax (expense) benefit* – Income tax (expense) benefit for 2025 and 2024 represents state income taxes. No federal income tax benefit was recorded for our loss for 2025 as a full valuation allowance was recorded against our net deferred tax assets generated during the period, and no federal income tax expense was recorded for our income for 2024 as it was fully offset by the reversal of valuation allowance on our net deferred tax assets.

## Segments

### Services Division

	Three Months Ended June 30,		Favorable (Unfavorable) Change
	2025	2024	
New project awards	\$ 21,858	\$ 22,392	\$ (534)
Revenue	\$ 21,978	\$ 22,767	\$ (789)
Cost of revenue	19,580	19,879	299
Gross profit	2,398	2,888	(490)
Gross profit percentage	10.9%	12.7%	
General and administrative expense	829	687	(142)
Other (income) expense, net	—	12	12
Operating income	\$ 1,569	\$ 2,189	\$ (620)

References below to 2025 and 2024 refer to the three months ended June 30, 2025 and 2024, respectively. Operating results for our Services Division for 2025 include the results of the Engineering Business and Government Business from the applicable Acquisition Date, including an operating loss of \$0.2 million. See Notes 3 and 7 for further discussion of the Englobal Acquisition.

*New project awards* – New project awards for 2025 and 2024 were \$21.9 million and \$22.4 million, respectively, and were primarily related to offshore services work.

*Revenue* – Revenue for 2025 and 2024 was \$22.0 million and \$22.8 million, respectively, representing a decrease of 3.5%. The decrease was primarily due to lower offshore services work, including lower revenue associated with our welding enclosures service line.

*Gross profit* – Gross profit for 2025 and 2024 was \$2.4 million (10.9% of revenue) and \$2.9 million (12.7% of revenue), respectively. The decrease in gross profit for 2025 relative to 2024 was primarily due to:

- Lower revenue,
- A lower margin project mix, and
- The underutilization of our resources for the Engineering Business and Government Business.

*General and administrative expense* – General and administrative expense for 2025 and 2024 was \$0.8 million and \$0.7 million, respectively, representing an increase of 20.7%. The increase is primarily due to:

- The acquisition of the Engineering Business and Government Business, and
- The timing of certain costs.

## Fabrication Division

	Three Months Ended June 30,		Favorable (Unfavorable) Change
	2025	2024	
New project awards	\$ 10,558	\$ 17,610	\$ (7,052)
Revenue	\$ 15,845	\$ 18,727	\$ (2,882)
Cost of revenue	14,682	17,488	2,806
Gross profit	1,163	1,239	(76)
Gross profit percentage	7.3%	6.6%	
General and administrative expense	828	545	(283)
Other (income) expense, net	(72)	(435)	(363)
Operating income	\$ 407	\$ 1,129	\$ (722)

References below to 2025 and 2024 refer to the three months ended June 30, 2025 and 2024, respectively. Operating results for our Fabrication Division for 2025 include the results of the Automation Business from the applicable Acquisition Date, including an operating loss of \$0.3 million. See Notes 3 and 7 for further discussion of the Englobal Acquisition.

*New project awards* – New project awards for 2025 and 2024 were \$10.6 million and \$17.6 million, respectively, and were primarily related to small-scale fabrication work.

*Revenue* – Revenue for 2025 and 2024 was \$15.8 million and \$18.7 million, respectively, representing a decrease of 15.4%. The decrease was primarily due to lower small-scale fabrication activity.

*Gross profit* – Gross profit for 2025 and 2024 was \$1.2 million (7.3% of revenue) and \$1.2 million (6.6% of revenue), respectively. The decrease in gross profit for 2025 relative to 2024 was primarily due to:

- Lower revenue,
- Lower utilization of our facilities and resources associated with lower small-scale fabrication activity, and
- The underutilization of our facilities and resources for the Automation Business, offset partially by,
- A higher margin project mix.

*General and administrative expense* – General and administrative expense for 2025 and 2024 was \$0.8 million and \$0.5 million, respectively, representing an increase of 51.9%. The increase was primarily due to:

- Higher business development costs,
- The acquisition of the Automation Business, and
- The timing of certain costs.

*Other (income) expense, net* – Other (income) expense, net for 2025 and 2024 was income of \$0.1 million and \$0.4 million, respectively. Other income for 2024 was primarily due to:

- Gains of \$0.7 million on the sales of excess equipment, and
- Gains on the sales of scrap materials and other miscellaneous income items, offset partially by,
- Costs of \$0.4 million associated with the consolidation of fabrication activities at our Houma Facility.

### Former Shipyard Division

	Three Months Ended June 30,		Favorable (Unfavorable) Change
	2025	2024	
New project awards	\$ —	\$ 76	\$ (76)
Revenue	\$ —	\$ 36	\$ (36)
Cost of revenue	—	5	5
Gross profit	—	31	(31)
Gross profit percentage		nm	
General and administrative expense	—	—	—
Other (income) expense, net	—	22	22
Operating income	\$ —	\$ 9	\$ (9)

References below to 2025 and 2024 refer to the three months ended June 30, 2025 and 2024, respectively.

*New project awards, revenue and gross profit* – We had no new project awards, revenue or gross profit for 2025 as our Ferry Projects were completed during 2024 and the last warranty period for the Ferry Projects expired in the first quarter 2025. New project awards, revenue and gross profit for 2024 were related to the Ferry Projects. See Note 7 for further discussion of our former Shipyard Division.

### Corporate Division

	Three Months Ended June 30,		Favorable (Unfavorable) Change
	2025	2024	
New project awards (eliminations)	\$ (285)	\$ (268)	\$ (17)
Revenue (eliminations)	\$ (285)	\$ (268)	\$ (17)
Cost of revenue	(285)	(268)	17
Gross profit	—	—	—
General and administrative expense	1,629	2,122	493
Other (income) expense, net	1,426	(78)	(1,504)
Operating loss	\$ (3,055)	\$ (2,044)	\$ (1,011)

References below to 2025 and 2024 refer to the three months ended June 30, 2025 and 2024, respectively.

*General and administrative expense* – General and administrative expense for 2025 and 2024 was \$1.6 million and \$2.1 million, respectively, representing a decrease of 23.2%. The decrease was primarily due to:

- Lower incentive plan costs, and
- The timing of certain costs.

*Other (income) expense, net* – Other (income) expense, net for 2025 and 2024 was expense of \$1.4 million and income of \$0.1 million, respectively. Other expense for 2025 was primarily due to:

- A charge of \$1.5 million related to the Alliance Payment made in connection with the Englobal Acquisition, and
- Transaction costs of \$0.3 million associated with the Englobal Acquisition, offset partially by,
- A gain of \$0.4 million associated with insurance recoveries.

See Notes 3 and 7 for further discussion of the Englobal Acquisition.

*Comparison of the Six Months Ended June 30, 2025 and 2024* (in thousands in each table, except for percentages):

**Consolidated**

	Six Months Ended June 30,		Favorable (Unfavorable) Change
	2025	2024	
New project awards	\$ 66,111	\$ 83,628	\$ (17,517)
Revenue	\$ 77,811	\$ 84,143	\$ (6,332)
Cost of revenue	67,635	73,861	6,226
Gross profit	10,176	10,282	(106)
Gross profit percentage	13.1%	12.2%	
General and administrative expense	6,521	6,838	317
Other (income) expense, net	1,454	(3,547)	(5,001)
Operating income	2,201	6,991	(4,790)
Interest (expense) income, net	1,059	1,145	(86)
Income before income taxes	3,260	8,136	(4,876)
Income tax (expense) benefit	(7)	(7)	—
Net income	\$ 3,253	\$ 8,129	\$ (4,876)

References below to 2025 and 2024 refer to the six months ended June 30, 2025 and 2024, respectively. Consolidated operating results for 2025 include the results of the Englobal Business from the Acquisition Date, including an operating loss of \$0.5 million. Specifically, operating results for the Fabrication Division include the Automation Business, and operating results for the Services Division include the Engineering Business and Government Business, from the applicable Acquisition Date. See Notes 3 and 7 for further discussion of the Englobal Acquisition.

*New project awards* – New project awards for 2025 and 2024 were \$66.1 million and \$83.6 million, respectively. New project awards for 2025 and 2024 were primarily related to:

- Small-scale fabrication work for our Fabrication Division, and
- Offshore services work for our Services Division.

*Revenue* – Revenue for 2025 and 2024 was \$77.8 million and \$84.1 million, respectively. The decrease was primarily due to:

- Lower revenue for our Services Division (a decrease of \$6.5 million), primarily attributable to lower offshore services work, and
- No revenue for our Shipyard Division (a decrease of \$0.4 million), primarily attributable to the completion of the Ferry Projects, offset partially by,
- Higher revenue for our Fabrication Division (an increase of \$0.7 million), primarily attributable to higher small-scale fabrication activity.

*Gross profit* – Gross profit for 2025 and 2024 was \$10.2 million (13.1% of revenue) and \$10.3 million (12.2% of revenue), respectively. The decrease in gross profit for 2025 relative to 2024 was primarily due to:

- Lower revenue for our Services Division, and
- A lower margin project mix for our Services Division, offset partially by,
- A higher margin project mix for our Fabrication Division.

*General and administrative expense* – General and administrative expense for 2025 and 2024 was \$6.5 million and \$6.8 million, respectively, representing a decrease of 4.6%. The decrease was primarily due to:

- Lower incentive plan costs for our Corporate Division, and
- The timing of certain costs for all our divisions, offset partially by,
- Higher costs for our Fabrication Division and Services Division, including the acquisition of the Englobal Business.

*Other (income) expense, net* – Other (income) expense, net for 2025 and 2024 was expense of \$1.5 million and income of \$3.5 million, respectively. Other (income) expense, net generally represents recoveries or provisions for bad debts and credit losses, gains or losses associated with the sale or disposition of property and equipment, and income or expense associated with certain nonrecurring items. Other expense for 2025 was primarily due to:

- A charge of \$1.5 million related to the Alliance Payment made in connection with the Englobal Acquisition for our Corporate Division, and
- Transaction costs of \$0.5 million associated with the Englobal Acquisition for our Corporate Division, offset partially by,
- A gain of \$0.4 million associated with insurance recoveries for our Corporate Division.

Other income for 2024 was primarily due to:

- A gain of \$2.9 million on the sale of certain excess real property (consisting of land and buildings) for our Fabrication Division,
- Gains of \$1.1 million on the sales of excess equipment for our Fabrication Division, and
- Gains on the sales of scrap materials and other miscellaneous income items for our Fabrication Division, offset partially by,
- Costs of \$0.7 million associated with the consolidation of fabrication activities at our Houma Facility for our Fabrication Division.

See Notes 3 and 7 for further discussion of the Englobal Acquisition.

*Interest (expense) income, net* – Interest (expense) income, net for 2025 and 2024 was income of \$1.1 million and \$1.1 million, respectively. Interest (expense) income, net for both periods includes the net impact of interest earned on our cash and short-term investment balances and interest incurred on our long-term debt and the unused portion of our LC Facility.

*Income tax (expense) benefit* – Income tax (expense) benefit for 2025 and 2024 represents state income taxes. No federal income tax expense was recorded for our income for either period as it was fully offset by the reversal of valuation allowance on our net deferred tax assets.



## Segments

### Services Division

	Six Months Ended June 30,		Favorable (Unfavorable) Change
	2025	2024	
New project awards	\$ 41,729	\$ 47,860	\$ (6,131)
Revenue	\$ 41,833	\$ 48,301	\$ (6,468)
Cost of revenue	37,152	41,800	4,648
Gross profit	4,681	6,501	(1,820)
Gross profit percentage	11.2%	13.5%	
General and administrative expense	1,529	1,430	(99)
Other (income) expense, net	—	15	15
Operating income	\$ 3,152	\$ 5,056	\$ (1,904)

References below to 2025 and 2024 refer to the six months ended June 30, 2025 and 2024, respectively. Operating results for our Services Division for 2025 include the results of the Engineering Business and Government Business from the applicable Acquisition Date, including an operating loss of \$0.2 million. See Notes 3 and 7 for further discussion of the Englobal Acquisition.

*New project awards* – New project awards for 2025 and 2024 were \$41.7 million and \$47.9 million, respectively, and were primarily related to offshore services work.

*Revenue* – Revenue for 2025 and 2024 was \$41.8 million and \$48.3 million, respectively, representing a decrease of 13.4%. The decrease was primarily due to lower offshore services work, including lower revenue associated with our welding enclosures service line.

*Gross profit* – Gross profit for 2025 and 2024 was \$4.7 million (11.2% of revenue) and \$6.5 million (13.5% of revenue), respectively. The decrease in gross profit for 2025 relative to 2024 was primarily due to:

- Lower revenue,
- A lower margin project mix,
- Costs incurred associated with our cleaning and environmental service line (commenced in the second quarter 2024) with minimal associated revenue, and
- The underutilization of our resources for the Engineering Business and Government Business.

*General and administrative expense* – General and administrative expense for 2025 and 2024 was \$1.5 million and \$1.4 million, respectively, representing an increase of 6.9%, primarily due to the acquisition of the Engineering Business and Government Business.

## Fabrication Division

	Six Months Ended June 30,		Favorable (Unfavorable) Change
	2025	2024	
New project awards	\$ 24,943	\$ 35,882	\$ (10,939)
Revenue	\$ 36,539	\$ 35,865	\$ 674
Cost of revenue	31,044	32,434	1,390
Gross profit	5,495	3,431	2,064
Gross profit percentage	15.0%	9.6%	
General and administrative expense	1,395	986	(409)
Other (income) expense, net	(102)	(3,405)	(3,303)
Operating income	\$ 4,202	\$ 5,850	\$ (1,648)

References below to 2025 and 2024 refer to the six months ended June 30, 2025 and 2024, respectively. Operating results for our Fabrication Division for 2025 include the results of the Automation Business from the applicable Acquisition Date, including an operating loss of \$0.3 million. See Notes 3 and 7 for further discussion of the Englobat Acquisition.

*New project awards* – New project awards for 2025 and 2024 were \$24.9 million and \$35.9 million, respectively, and were primarily related to small-scale fabrication work.

*Revenue* – Revenue for 2025 and 2024 was \$36.5 million and \$35.9 million, respectively, representing an increase of 1.9%. The increase was primarily due to higher small-scale fabrication activity.

*Gross profit* – Gross profit for 2025 and 2024 was \$5.5 million (15.0% of revenue) and \$3.4 million (9.6% of revenue), respectively. The increase in gross profit for 2025 relative to 2024 was primarily due to a higher margin project mix.

*General and administrative expense* – General and administrative expense for 2025 and 2024 was \$1.4 million and \$1.0 million, respectively, representing an increase of 41.5%. The increase was primarily due to:

- Higher business development costs,
- The acquisition of the Automation Business, and
- The timing of certain costs.

*Other (income) expense, net* – Other (income) expense, net for 2025 and 2024 was income of \$0.1 million and \$3.4 million, respectively. Other income for 2024 was primarily due to:

- A gain of \$2.9 million on the sale of certain excess real property (consisting of land and buildings),
- Gains of \$1.1 million on the sales of excess equipment, and
- Gains on the sales of scrap materials and other miscellaneous income items, offset partially by,
- Costs of \$0.7 million associated with the consolidation of fabrication activities at our Houma Facility.

### Former Shipyard Division

	Six Months Ended June 30,		Favorable (Unfavorable) Change
	2025	2024	
New project awards	\$ —	\$ 354	\$ (354)
Revenue	\$ —	\$ 445	\$ (445)
Cost of revenue	—	95	95
Gross profit	—	350	(350)
Gross profit percentage		<i>nm</i>	
General and administrative expense	—	—	—
Other (income) expense, net	—	(1)	(1)
Operating income	\$ —	\$ 351	\$ (351)

References below to 2025 and 2024 refer to the six months ended June 30, 2025 and 2024, respectively.

*New project awards, revenue and gross profit* – We had no new project awards, revenue or gross profit for 2025 as our Ferry Projects were completed during 2024 and the last warranty period for the Ferry Projects expired in the first quarter 2025. New project awards, revenue and gross profit for 2024 were related to the Ferry Projects. See Note 7 for further discussion of our former Shipyard Division.

### Corporate Division

	Six Months Ended June 30,		Favorable (Unfavorable) Change
	2025	2024	
New project awards (eliminations)	\$ (561)	\$ (468)	\$ (93)
Revenue (eliminations)	\$ (561)	\$ (468)	\$ (93)
Cost of revenue	(561)	(468)	93
Gross profit	—	—	—
General and administrative expense	3,597	4,422	825
Other (income) expense, net	1,556	(156)	(1,712)
Operating loss	\$ (5,153)	\$ (4,266)	\$ (887)

References below to 2025 and 2024 refer to the six months ended June 30, 2025 and 2024, respectively.

*General and administrative expense* – General and administrative expense for 2025 and 2024 was \$3.6 million and \$4.4 million, respectively, representing a decrease of 18.7%. The decrease was primarily due to:

- Lower incentive plan costs, and
- The timing of certain costs.

*Other (income) expense, net* – Other (income) expense, net for 2025 and 2024 was expense of \$1.6 million and income of \$0.2 million, respectively. Other expense for 2025 was primarily due to:

- A charge of \$1.5 million related to the Alliance Payment made in connection with the Englobal Acquisition, and
- Transaction costs of \$0.5 million associated with the Englobal Acquisition, offset partially by,
- A gain of \$0.4 million associated with insurance recoveries.

See Notes 3 and 7 for further discussion of the Englobal Acquisition.

## Liquidity and Capital Resources

### Available Liquidity

Our primary sources of liquidity are our cash, cash equivalents and scheduled maturities of our short-term investments. At June 30, 2025, our cash, cash equivalents, short-term investments and restricted cash totaled \$62.2 million, as follows (in thousands):

	June 30, 2025
Cash and cash equivalents	\$ 46,825
Short-term investments <sup>(1)</sup>	14,167
Available cash, cash equivalents and short-term investments	60,992
Restricted cash	1,197
Total cash, cash equivalents, short-term investments and restricted cash	\$ 62,189

(1) Includes U.S. Treasuries with original maturities of approximately four to six months.

Our available liquidity is impacted by changes in our working capital and our capital expenditure requirements. Fluctuations in our working capital, and its components, are not unusual in our business and are impacted by the size of our projects and the mix of our backlog. Our working capital is particularly impacted by the timing of new project awards and related payments in advance of performing work, and the subsequent achievement of billing milestones or project progress on backlog. Working capital is also impacted at period-end by the timing of contract receivables collections and accounts payable payments on our projects.

At June 30, 2025, our working capital was \$82.6 million and included \$62.2 million of cash, cash equivalents, short-term investments and restricted cash and \$1.1 million of current debt. Excluding cash, cash equivalents, short-term investments, restricted cash and current debt, our working capital at June 30, 2025 was \$21.6 million, and consisted of: net contract assets and contract liabilities of \$5.6 million; contract receivables and retainage of \$27.8 million; prepaid expenses, inventory and other current assets of \$7.6 million; and accounts payable, accrued expenses and other current liabilities of \$19.6 million. The components of our working capital (excluding cash, cash equivalents, short-term investments, restricted cash and current debt) at June 30, 2025 and December 31, 2024, and changes in such amounts during the six months ended June 30, 2025, were as follows (in thousands):

	June 30, 2025	December 31, 2024	Change <sup>(2)</sup>	Englobal Acquisition <sup>(3)</sup>	Adjusted Change
Contract assets	\$ 7,727	\$ 8,611	\$ (884)	\$ (723)	\$ (1,607)
Contract liabilities	(2,078)	(1,278)	(800)	1,438	638
Contracts in progress, net <sup>(1)</sup>	5,649	7,333	(1,684)	715	(969)
Contract receivables and retainage, net	27,836	22,487	5,349	(2,162)	3,187
Prepaid expenses, inventory and other current assets	7,646	7,046	600	(92)	508
Accounts payable, accrued expenses and other current liabilities	(19,580)	(18,981)	(599)	536	(63)
Total	\$ 21,551	\$ 17,885	\$ 3,666	\$ (1,003)	\$ 2,663

(1) Represents our cash position relative to revenue recognized on projects, with contract assets representing unbilled amounts that reflect future cash inflows on projects, and contract liabilities representing (i) advance billings or payments that reflect estimated future cash expenditures and non-cash earnings on projects and (ii) accrued contract losses that represent estimated future cash expenditures on projects.

(2) Changes referenced in the "Cash Flow Activity" section below may differ from the changes in this table due to non-cash reclassifications and due to certain changes in balance sheet accounts being reflected within other line items on our Statement of Cash Flows, including allowance for doubtful accounts and credit losses, gains and losses on sales of property and equipment, and accruals for capital expenditures.

(3) Represents working capital amounts acquired in connection with the Englobal Acquisition, which are not reflected within operating activities on our Statement of Cash Flows.

**Cash Flow Activity** (in thousands)

	Six Months Ended June 30,	
	2025	2024
Net cash provided by operating activities	\$ 4,758	\$ 10,297
Net cash provided by (used in) investing activities	19,012	(37,508)
Net cash used in financing activities	(4,229)	(1,456)

*Operating Activities* – Cash provided by operating activities for the six months ended June 30, 2025 and 2024 was \$4.8 million and \$10.3 million, respectively, and was primarily due to the net impacts of the following:

*2025 Activity*

- Net income adjusted for depreciation and amortization of \$2.5 million, the charge associated with the Alliance Payment of \$1.5 million and stock-based compensation expense of \$0.6 million. See Note 3 for further discussion of the Alliance Payment;
- Increase in contract receivables and retainage of \$3.2 million related to the timing of billings and collections on projects, primarily due to higher receivable positions on various projects for our Services Division, offset partially by lower receivable positions for our Fabrication Division;
- Decrease in contract assets of \$1.6 million related to the timing of billings on projects, primarily due to lower unbilled positions on various projects for our Fabrication Division;
- Decrease in contract liabilities of \$0.6 million, primarily due to lower advance billings on various projects for our Fabrication Division;
- Increase in prepaid expenses, inventory and other assets of \$0.5 million, primarily due to higher inventory and the timing of certain prepayments; and
- Change in noncurrent assets and liabilities, net of \$0.4 million.

*2024 Activity*

- Net income adjusted for depreciation and amortization of \$2.4 million, a gain on the sale of property and equipment of \$3.9 million and stock-based compensation expense of \$1.0 million;
- Decrease in contract receivables and retainage of \$2.9 million related to the timing of billings and collections on projects, primarily due to lower receivable positions on various projects for our Services Division, offset partially by higher receivable positions on various projects for our Fabrication Division;
- Decrease in contract assets of \$0.5 million related to the timing of billings on projects, primarily due to lower unbilled positions on various projects for our Fabrication Division;
- Decrease in contract liabilities of \$1.3 million, primarily due to lower advance billings on various projects for our Fabrication Division;
- Decrease in prepaid expenses, inventory and other assets of \$2.2 million, primarily due to prepaid expenses and the associated timing of certain prepayments and the collection of insurance receivables associated with Hurricane Ida as discussed in Note 2;
- Decrease in accounts payable, accrued expenses and other current liabilities of \$1.3 million related to the timing of payments, primarily due to incentive compensation payments for all our divisions and lower accounts payable positions on various projects for our Services Division, offset partially by higher accounts payable positions on various projects for our Fabrication Division; and
- Change in noncurrent assets and liabilities, net of \$0.3 million.

*Investing Activities* – Cash provided by investing activities for the six months ended June 30, 2025 was \$19.0 million and cash used in investing activities for the six months ended June 30, 2024 was \$37.5 million. Cash provided by investing activities for 2025 was primarily due to net maturities of short-term investments of \$24.6 million, offset partially by advances under the DIP Loan of \$3.5 million that were “credit bid” as the purchase price for the Englobal Acquisition, the Alliance Payment of \$1.5 million and capital expenditures of \$0.6 million. Cash used in investing activities for 2024 was primarily due to net purchases of short-term investments of \$43.9 million and capital expenditures of \$3.6 million, offset partially by proceeds from the sale of property and equipment of \$9.6 million and recoveries from insurance claims of \$0.3 million. See Note 1 for further discussion of the property sale, Note 2 for further discussion of our insurance recoveries and Note 3 for further discussion of the DIP Loan and Alliance Payment.

*Financing Activities* – Cash used in financing activities for the six months ended June 30, 2025 and 2024 was \$4.2 million and \$1.5 million, respectively. Cash used in financing activities for 2025 and 2024 was primarily due to the repurchase of \$3.4 million and \$0.3 million, respectively, of our common stock under our Share Repurchase Program and tax payments of \$0.9 million and \$1.2 million, respectively, made on behalf of employees from vested stock withholdings. See Note 6 for further discussion of our Share Repurchase Program.

#### ***Credit Facilities***

See Note 4 for discussion of our LC Facility, Surety Bonds, Note Agreement and Mortgage Agreement.

#### ***Registration Statement***

We have a shelf registration statement that is effective with the SEC that expires on August 24, 2026. The shelf registration statement enables us to issue up to \$200.0 million in either debt or equity securities, or a combination thereof, from time to time subsequent to the filing of a prospectus supplement, which among other things, identifies the underwriter, dealer or agent, specifies the number and value of securities that may be sold, and provides a time frame over which the securities may be offered.

#### ***Liquidity Outlook***

We anticipate that the primary uses of our liquidity for the remainder of 2025 and the foreseeable future will be to fund:

- Costs associated with the under-utilization of our facilities and resources for our Fabrication Division, including losses for the Englobal Business, until we secure and begin to execute sufficient backlog to achieve full utilization levels;
- Costs associated with the integration of the Englobal Business;
- Capital expenditures, including expenditures to maintain, upgrade and replace aged equipment;
- Working capital requirements for our projects, including the unwind of advance payments on projects;
- Interest and principal payments on our Note Agreement (see Note 4 for further discussion of our Note Agreement);
- Corporate administrative expenses (including the temporary under-utilization of personnel as we evaluate our resource requirements to support our future operations);
- Organic and inorganic opportunities for growth, including any mergers, acquisitions, joint ventures and other strategic transactions that may be considered by us from time to time; and
- Share repurchases under our Share Repurchase Program (see Note 6 for further discussion of our Share Repurchase Program).

We anticipate capital expenditures of approximately \$1.5 million to \$2.0 million for the remainder of 2025. Further investments in our facilities and equipment may be required to win and execute potential new project awards, which are not included in these estimates.

We believe that our cash, cash equivalents and short-term investments at June 30, 2025, will be sufficient to enable us to fund our operating expenses, meet our working capital and capital expenditure requirements, and satisfy any debt service obligations or other funding requirements, for the remainder of 2025 and the foreseeable future. Our evaluation of the sufficiency of our cash and liquidity is primarily based on our financial forecasts for 2025 and 2026, which are impacted by our existing backlog and estimates of future new project awards and may be further impacted by the ongoing effects of oil and gas price volatility and macroeconomic conditions, and future losses, if any, due to coverage limitations and our use of deductibles and retentions for our exposures related to property and equipment damage, builder’s risk, third-party liability and workers’ compensation and USL&H claims. We can provide no assurances that our financial forecasts will be achieved or that we will have sufficient cash and short-term investments to meet planned operating expenses and unforeseen cash requirements. Accordingly, we may be required to obtain new or additional credit facilities, sell assets or conduct equity or debt offerings at a time when it is not beneficial to do so.

### ***Off-Balance Sheet Arrangements***

We are not a party to any contract or other obligation not included on our Balance Sheet that has, or is reasonably likely to have, a current or future material effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk.**

Not applicable.

### **Item 4. Controls and Procedures.**

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms, and that such information is communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this Report. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that the design and operation of our disclosure controls and procedures were effective as of the end of the period covered by this Report.

During the second quarter 2025, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

As disclosed elsewhere in this Report, we completed the Englobal Acquisition during the second quarter 2025. As permitted by SEC guidance, the scope of management's review of its internal control over financial reporting excluded the Englobal Business.

## PART II. OTHER INFORMATION

### Item 1. Legal Proceedings.

None.

### Item 1A. Risk Factors.

There have been no material changes to our risk factors previously disclosed in Part I, Item 1A. “Risk Factors” of our 2024 Annual Report, except for the new risk factor included below. The following risk factor should be read in conjunction with the risk factors set forth in the 2024 Annual Report.

*We may not be able to successfully integrate the Englobal Business into our existing operations or realize the anticipated benefits of the Englobal Acquisition, which may impact our operations and financial condition.*

During the second quarter 2025, we completed the Englobal Acquisition. We can give no assurances that we will be able to successfully integrate the Englobal Business into our existing operations or realize the anticipated benefits of the Englobal Acquisition when expected, if at all, including retention of customers and personnel. We have incurred expenses in connection with the Englobal Acquisition and operating losses associated with the Englobal Business subsequent to its acquisition and expect to incur additional losses related to the Englobal Business during the remainder of 2025. The Englobal Acquisition may also be more expensive to integrate than anticipated by us and may subject us to potential litigation. If any of these risks occur, our operations and financial condition may be adversely affected.

### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

#### Issuer Purchases of Equity Securities

The following table summarizes our purchases of common stock during the three months ended June 30, 2025.

Period	Total Number of Shares Purchased <sup>(1)</sup>	Average Price Paid per Share <sup>(2)</sup>	Current Program <sup>(1)</sup>	
			Total Number of Shares Purchased as Part of Publicly Announced Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (in thousands)
April 1 to 30, 2025	167,106	\$ 6.38	167,106	\$ 2,034
May 1 to 31, 2025	199,153	\$ 6.32	199,153	\$ 776
June 1 to 30, 2025	70,970	\$ 6.72	70,970	\$ 5,299
Total	437,229	\$ 6.41	437,229	

(1) On December 4, 2023, we announced that our Board of Directors (“Board”) approved a share repurchase program (“Share Repurchase Program”) authorizing the repurchase of up to \$5.0 million of our outstanding common stock expiring December 15, 2024. On October 31, 2024, our Board approved an extension of the Share Repurchase Program to December 15, 2025. On June 4, 2025, our Board approved i) an increase to the authorization for the Share Repurchase Program from \$5.0 million to \$10.0 million, and ii) an extension of the Share Repurchase Program to December 15, 2026. Such increase in the Share Repurchase Program is reflected in the table above as the available balance at June 30, 2025. The timing and amount of any share repurchases is at the discretion of management and may be made from time to time through transactions in the open market, in privately negotiated transactions or by other means in accordance with applicable laws. The Share Repurchase Program does not obligate us to repurchase any shares of common stock and may be modified, increased or suspended or terminated at the discretion of our Board. See Note 6 for further discussion of our Share Repurchase Program.

(2) Average price paid per share includes costs associated with the repurchases.

### Item 5. Other Information.

#### Insider Trading Arrangements

During the second quarter 2025, no director or officer of the Company adopted or terminated any Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement, as such terms are defined in Item 408(a) of Regulation S-K.



**Item 6. Exhibits.**

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
3.1	<a href="#"><u>Amended and Restated Articles of Incorporation of the Company, incorporated by reference to Exhibit 3.1 of the Company's Form 8-K filed with the SEC on May 22, 2020 (SEC File No. 001-34279).</u></a>
3.2	<a href="#"><u>Amended and Restated Bylaws of the Company, incorporated by reference to Exhibit 3.1 of the Company's Form 8-K filed with the SEC on November 6, 2023 (SEC File No. 001-34279).</u></a>
10.1	<a href="#"><u>Form of Restricted Stock Unit Agreement (effective April 1, 2025).†*</u></a>
10.2	<a href="#"><u>Form of Performance-Based Restricted Stock Unit Agreement (effective April 1, 2025).†*</u></a>
10.3	<a href="#"><u>Form of Non-Management Director Restricted Stock Unit Agreement (effective April 1, 2025).†*</u></a>
31.1	<a href="#"><u>CEO Certifications pursuant to Rule 13a-14/15d-14 under the Securities Exchange Act of 1934. *</u></a>
31.2	<a href="#"><u>CFO Certifications pursuant to Rule 13a-14/15d-14 under the Securities Exchange Act of 1934. *</u></a>
32	<a href="#"><u>Section 906 Certification furnished pursuant to 18 U.S.C. Section 1350. *</u></a>
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Linkbase Document. *
104	The cover page for the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, has been formatted in Inline XBRL and is contained in Exhibit 101. *

\* Filed or furnished herewith.

† Management Contract or Compensatory Plan.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned thereunto duly authorized.

GULF ISLAND FABRICATION, INC.

BY: /s/ Westley S. Stockton  
Westley S. Stockton  
Executive Vice President, Chief Financial  
Officer, Treasurer and Secretary (Principal Financial Officer and  
Principal Accounting Officer)

Date: August 6, 2025

## RESTRICTED STOCK UNIT AGREEMENT

This RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”) is by and between Gulf Island Fabrication, Inc. (“Gulf Island” or the “Company”) and <<Participant Name>> (the “Award Recipient”).

WHEREAS, Gulf Island has adopted the Second Amended and Restated Stock Incentive Plan, as it may be further amended and restated (the “Plan”), under which the Compensation Committee (the “Committee”) of the Board of Directors of Gulf Island, or its delegee, may, among other things, grant restricted stock units payable in shares of Gulf Island common stock, no par value per share (the “Common Stock”), to officers and key employees of Gulf Island or its subsidiaries (collectively, the “Company”); and

WHEREAS, the Committee believes that entering into this Agreement with the Award Recipient is consistent with the purpose for which the Plan was adopted.

NOW, THEREFORE, Gulf Island and the Award Recipient hereby agree as follows:

### 1.

#### AWARD OF RESTRICTED STOCK UNITS

1.1 On <<Grant Date>> (the “Date of Grant”), and upon the terms and conditions of the Plan and this Agreement, and in consideration of services rendered, Gulf Island awarded (the “RSU Award”) to the Award Recipient <<Grant Amount>> restricted stock units (the “RSUs”), that vest, subject to Sections 2 and 4 hereof, as follows:

<u>Scheduled Vesting Date</u>	<u>Amount of RSUs To Vest</u>
First Anniversary of Date of Grant	33%
Second Anniversary of Date of Grant	33%
Third Anniversary of Date of Grant	Remaining balance

### 2.

#### TERMS OF RESTRICTED STOCK UNITS

2.1 Each RSU represents the right to receive from Gulf Island, upon vesting, one share of Common Stock, free of any restrictions.

2.2 The RSUs may not be sold, assigned, donated, transferred, exchanged, pledged, hypothecated or otherwise encumbered. The Award Recipient shall have no rights, including but not limited to, voting and dividend rights, in the shares of Common Stock underlying the RSUs unless and until such shares are issued to the Award Recipient, or as otherwise provided in this Agreement.

2.3 If the RSUs have not already vested in accordance with Section 1.1 above, the RSUs shall vest and all restrictions set forth in Section 2.2 shall lapse, if there has been a Change of Control, and within one year following such Change of Control the Award Recipient's employment with the Company is terminated by the Company without Cause or by such participant with Good Reason, as further described in Section 12.10 of the Plan.

2.4 From and after the Date of Grant of an RSU until the issuance of the share of Common Stock payable in respect of such Award, the Participant shall be credited, as of the payment date therefor, with (a) the amount of any cash dividends and (b) any shares of Common Stock, securities, or other property distributed or distributable in respect of one share of Common Stock to which the Participant would have been entitled had the Participant been a record holder of one share of Common Stock for each RSU at all times from the Date of Grant of such Award to such issuance date (collectively, the "Related Credits"). All such Related Credits shall be made notionally to a dividend equivalent account (an "Account") established for the Participant with respect to all RSUs granted on the same date. All such Related Credits shall vest or be forfeited at the same time and on the same terms as the RSUs to which they relate.

### 3.

#### ISSUANCE OF SHARES UPON VESTING

3.1 As soon as practicable after the vesting of the RSUs, but no later than 30 days from such date, Gulf Island will credit the Award Recipient's brokerage account with the shares of Common Stock issuable upon vesting. If the Award Recipient has not established a brokerage account, the shares will be held by Gulf Island's transfer agent until such time as the Award Recipient opens an account.

3.2 Upon issuance of such shares of Common Stock, the Award Recipient is free to hold or dispose of such shares, subject to applicable securities laws and any internal policy then in effect and applicable to the Award Recipient, such as Gulf Island's Insider Trading Policy.

### 4.

#### TERMINATION OF EMPLOYMENT

If the Award Recipient's employment terminates for any reason prior to the vesting of some or all of the RSUs (except in connection with a Change of Control as described in Section 2.3 above or as otherwise provided by the Committee), all unvested RSUs granted hereunder shall immediately be forfeited.

5.  
FORFEITURE OF AWARD

5.1 If the Award Recipient engages in grossly negligent conduct or intentional misconduct that either (a) requires the Company's financial statements to be restated at any time beginning on the Date of Grant and ending on the third anniversary of the end of the final vesting date set forth in Section 1.1 or (b) results in an increase of the value of the RSUs upon vesting, then the Committee, after considering the costs and benefits to the Company of doing so, may seek recovery for the benefit of the Company of the difference between the shares of Common Stock received upon vesting during the three-year period following such conduct and the shares of Common Stock that would have been received based on the restated financial statements or absent the increase described in part (b) above (the "Excess Shares"). All determinations regarding the amount of the Excess Shares shall be made solely by the Committee in good faith.

5.2 The RSU Award granted hereunder is also subject to any clawback policies the Company may adopt in order to conform to the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any resulting rules issued by the United States Securities and Exchange Commission or national securities exchanges thereunder.

5.3 If the Committee determines that the Award Recipient owes any amount to the Company under Sections 5.1 or 5.2 above, the Award Recipient shall return to the Company the Excess Shares (or the shares recoverable under Section 5.2) acquired by the Award Recipient pursuant to this Agreement (or other securities into which such shares have been converted or exchanged) or, if no longer held by the Award Recipient, the Award Recipient shall pay to the Company, without interest, all cash, securities or other assets received by the Award Recipient upon the sale or transfer of such shares. The Award Recipient acknowledges that the Company may, to the fullest extent permitted by applicable law, deduct such amount owed from any amounts the Company owes the Award Recipient from time to time for any reason (including without limitation amounts owed to the Award Recipient as salary, wages, reimbursements or other compensation, fringe benefits, retirement benefits or vacation pay). Whether or not the Company elects to make any such set-off in whole or in part, if the Company does not recover by means of set-off the full amount the Award Recipient owes it, the Award Recipient hereby agrees to pay immediately the unpaid balance to the Company.

6.  
WITHHOLDING TAXES; TAX TREATMENT

6.1 At the time that all or any portion of the RSUs vest, the Award Recipient must deliver to Gulf Island the amount of any taxes required by law to be withheld. In accordance with the terms of the Plan, the Award Recipient may satisfy the tax withholding obligation by delivering currently owned shares of Common Stock or by electing to have Gulf Island withhold from the shares of the Award Recipient otherwise would receive hereunder shares of Common Stock having a value equal to the minimum amount required to be withheld (as determined under the Plan).

6.2 The RSUs are intended to constitute short-term deferrals under Section 409A of the Code (“Section 409A”), and the regulations and guidance issued thereunder. However, each Award Recipient should consult his or her own tax advisor as to the tax effect of amounts payable to the Award Recipient under the Plan. Gulf Island reserves the right to amend this Agreement to the extent it reasonably determines is necessary in order to preserve the intended tax consequences of the RSU Award in light of Section 409A and any regulations or other guidance promulgated thereunder. Neither the Company nor the members of the Committee shall be liable for any determination or action taken or made with respect to this Agreement or the RSU Award granted thereunder.

7.

ADDITIONAL CONDITIONS

Anything in this Agreement to the contrary notwithstanding, if at any time Gulf Island further determines, in its sole discretion, that the listing, registration or qualification (or any updating of any such document) of the shares of Common Stock issuable pursuant hereto is necessary on any securities exchange or under any federal or state securities or blue sky law, or that the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with the issuance of shares of Common Stock pursuant hereto, such shares of Common Stock shall not be issued, in whole or in part, or the restrictions thereon removed, unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to Gulf Island. Gulf Island agrees to use commercially reasonable efforts to issue all shares of Common Stock issuable hereunder on the terms provided herein.

8.

NO CONTRACT OF EMPLOYMENT INTENDED

**Nothing in this Agreement shall confer upon the Award Recipient any right to continue in the employment of the Company, or to interfere in any way with the right of the Company to terminate the Award Recipient’s employment relationship with the Company at any time.**

9.

BINDING EFFECT

This Agreement may not be transferred, assigned pledged or hypothecated in any manner at law or otherwise, other than by will or by the laws of descent and distribution, if applicable, and shall not be subject to execution, attachment or similar process. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors. Without limiting the generality of the foregoing, whenever the term “Award Recipient” is used in any provision of this Agreement under circumstances where the provision appropriately applies to the heirs, executors, administrators or legal representatives to whom this award may be transferred by will or by the laws of descent and distribution, the term “Award Recipient” shall be deemed to include such person or persons.

10.  
INCONSISTENT PROVISIONS

The RSUs granted hereby are subject to the terms, conditions, restrictions and other provisions of the Plan as fully as if all such provisions were set forth in their entirety in this Agreement. If any provision of this Agreement conflicts with a provision of the Plan, the Plan provision shall control. The Award Recipient acknowledges that a copy of the Plan and a prospectus summarizing the Plan was distributed or made available to the Award Recipient and that the Award Recipient was advised to review such materials prior to entering into this Agreement. The Award Recipient waives the right to claim that the provisions of the Plan are not binding upon the Award Recipient and the Award Recipient's heirs, executors, administrators, legal representatives and successors.

11.  
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the grant of the RSU Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the courts of Montgomery County, Texas, or the federal courts for the United States for the Southern District of Texas, and no other courts, where this grant is made and/or to be performed.

12.  
MISCELLANEOUS

12.1 The Award Recipient understands and acknowledges that they are one of a limited number of employees of the Company who have been selected to receive grants of RSU Awards and that the grant is considered confidential information. The Award Recipient hereby covenants and agrees not to disclose the award of RSU Awards pursuant to this Agreement to any other person except (a) the Award Recipient's immediate family and legal or financial advisors who agree to maintain the confidentiality of this Agreement, (b) as required in connection with the administration of this Agreement and the Plan as it relates to this award or under applicable law, (c) to the extent the terms of this Agreement have been publicly disclosed by the Company and (d) as may be required pursuant to Section 16 of the Securities Exchange Act of 1934.

12.2 The authority to manage and control the operation and administration of this Agreement shall be vested in the Committee, and the Committee shall have all powers with respect to this Agreement as it has with respect to the Plan. Any interpretation of this Agreement by the Committee and any decision made by it with respect to this Agreement shall be final and binding on all persons.

12.3 Notwithstanding anything in this Agreement to the contrary, the terms of this Agreement shall be subject to the terms of the Plan, and this Agreement is subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan. Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

12.4 Each notice relating to this Agreement shall be in writing and delivered in person or by mail to Gulf Island at its office, 2170 Buckthorne Place, Suite 420, The Woodlands, Texas 77380, to the attention of the Secretary or at such other address as Gulf Island may specify in writing to the Award Recipient by a notice delivered in accordance with this Section 12.4. All notices to the Award Recipient shall be delivered to the Award Recipient's address on file with the Company or at such other address as the Award Recipient may specify in writing to the Secretary by a notice delivered in accordance with this Section 12.4 and Section 12.6.

12.5 Gulf Island's obligation under the Plan and this Agreement is an unsecured and unfunded promise to pay benefits that may be earned in the future. Gulf Island shall have no obligation to set aside, earmark or invest any fund or money with which to pay its obligations under this Agreement. The Award Recipient or any successor in interest shall be and remain a general creditor of Gulf Island in the same manner as any other creditor having a general claim for matured and unpaid compensation.

12.6 Gulf Island may, in its sole discretion, deliver any documents related to the Award Recipient's current or future participation in the Plan by electronic means or request the Award Recipient's consent to participate in the Plan by electronic means. By accepting the terms of this Agreement, the Award Recipient hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an online or electronic system established and maintained by Gulf Island or a third party designated by Gulf Island.

12.7 The Award Recipient must expressly accept the terms and conditions of this Agreement by executing this Agreement in a timely manner. If the Award Recipient does not accept the terms of this Agreement, this RSU Award is subject to cancellation.

13.  
ENTIRE AGREEMENT; MODIFICATION; WAIVER

The Plan and this Agreement contain the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan, as it may be amended from time to time in the manner provided therein, or in this Agreement, as it may be amended from time to time by a written document signed by each of the parties hereto, including by electronic means as provided in Section 12.6. Any oral or written agreements, representations, warranties, written inducements, or other communications with respect to the subject matter contained herein made prior to the acceptance of the Agreement shall be void and ineffective for all purposes.



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

GULF ISLAND FABRICATION, INC.

By: \_\_\_\_\_  
Robert M. Averick  
Chairman of the Compensation Committee of the Board of Directors

\_\_\_\_\_  
*{Insert name}*  
Award Recipient

**PERFORMANCE-BASED RESTRICTED STOCK UNIT  
AGREEMENT**

This PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”) dated as of April 1, 2025 (the “Date of Grant”) is by and between Gulf Island Fabrication, Inc. (“Gulf Island”) and <<Participant Name>> (the “Participant”).

WHEREAS, Gulf Island has adopted the Second Amended and Restated 2015 Stock Incentive Plan, as it may be further amended and restated (the “Plan”), under which the Compensation Committee (the “Committee”) of the Board of Directors of Gulf Island, or its delegee, may, among other things, grant performance-based restricted stock units payable in shares of Gulf Island common stock, no par value per share (the “Common Stock”) and “other stock-based awards” payable in Common Stock or cash based on the value of the Common Stock, to officers and key employees of Gulf Island or its subsidiaries (collectively, the “Company”); and

WHEREAS, the Committee believes that entering into this Agreement with the Participant is consistent with the purpose for which the Plan was adopted.

NOW, THEREFORE, Gulf Island and the Participant hereby agree as follows:

1.

**AWARD OF PERFORMANCE-BASED RESTRICTED STOCK UNITS**

1.1 Subject to the terms of this Agreement, effective as of the Date of Grant, Gulf Island hereby grants to the Participant an award of \_\_\_\_\_ performance-based restricted stock units (“PSUs”). Each PSU represents the right to receive one share of Common Stock, subject to the terms and conditions set forth in this Agreement and the Plan. Whether the PSUs may be earned will depend on the Company’s level of achievement and the Committee’s certification of the performance metrics specified in Section 1.2 during the period beginning January 1, 2025, and ending December 31, 2025 (the “Performance Period”). Any PSUs that are deemed not subject to vesting as of the end of the Performance Period shall be forfeited.

1.2 Provided the Participant satisfies the service conditions set forth in Section 1.4, the PSUs may vest and be earned if the Company’s actual adjusted cash flow for 2025 is equal to or greater than \$6.7 million, which is the minimum preferred shareholder return (the “Performance Metric”), as determined by the Committee (with such amount referred to herein as the “Final PSUs”).

1.3 Following the end of the Performance Period, the Committee shall, within a reasonably practicable time, determine the results of Performance Metric and whether the PSUs may be earned. Such determination shall be final, conclusive and binding on the Participant, and on all other persons, to the maximum extent permitted by law. If the Performance Metric is not achieved, the PSUs shall immediately be forfeited.

1.4 The Final PSUs shall vest, subject to the conditions of Sections 2 and 3, on the following dates (each, a “Vesting Date”):

<u>Scheduled Vesting Date</u>	<u>Amount of Final PSUs To Vest</u>
First Anniversary of Date of Grant	33%
Second Anniversary of Date of Grant	33%
Third Anniversary of Date of Grant	Remaining balance

2.

ISSUANCE OF SHARES UPON VESTING

2.1 As soon as practicable after each Vesting Date, but no later than 30 days from such date, Gulf Island will credit the Participant’s brokerage account with the shares of Common Stock issuable upon vesting. If the Participant has not established a brokerage account, the shares will be held by Gulf Island’s transfer agent until such time as the Participant opens an account.

2.2 Upon issuance of such shares of Common Stock, the Participant is free to hold or dispose of such shares, subject to applicable securities laws and any internal policy then in effect and applicable to the Participant, such as Gulf Island’s Insider Trading Policy.

2.3 If the total number of shares of Common Stock earned by the Participant under all Incentives granted to him during 2024 would exceed the numerical limit on shares of Common Stock that may be covered by Incentives granted under the Plan to an individual in a single calendar year as provided in the Plan (the “Share Limit”), then any PSUs earned under this Agreement, that, if issued as shares of Common Stock, would exceed the Share Limit, will instead be settled in cash rather than shares of Common Stock.

2.4 From and after the Date of Grant of a PSU until the issuance of the share of Common Stock payable in respect of such Award, the Participant shall be credited, as of the payment date therefor, with (a) the amount of any cash dividends and (b) any shares of Common Stock, securities, or other property distributed or distributable in respect of one share of Common Stock to which the Participant would have been entitled had the Participant been a record holder of one share of Common Stock for each PSU at all times from the Date of Grant of such Award to such issuance date (collectively, the “Related Credits”). All such Related Credits shall be made notionally to a dividend equivalent account (an “Account”) established for the Participant with respect to all PSUs granted on the same date. All such Related Credits shall vest or be forfeited at the same time and on the same terms as the PSUs to which they relate.

3.

TERMINATION OF EMPLOYMENT; CHANGE OF CONTROL

3.1 If the Participant's employment terminates for any reason prior to the vesting of some or all of the PSUs (except in connection with a Change of Control as described in Section 3.2 below and Section 12.10 of the Plan), all unvested PSUs granted hereunder shall immediately be forfeited.

3.2 If a Change of Control occurs prior the end of the Performance Period, the Performance Metric shall be waived and the Final PSUs shall equal the number of PSUs granted, which will continue to be subject to the vesting schedule set for in Section 1.4. If a Change of Control occurs after the end of the Performance Period but before the Final PSUs have fully vested in accordance with Section 1.4 above, the unvested PSUs shall vest and all restrictions shall lapse, if, within one year following such Change of Control, the Participant's employment with the Company is terminated by the Company without Cause or by such Participant with Good Reason, as further described in Section 12.10 of the Plan.

4.

FORFEITURE OF AWARD

4.1 If the Participant engages in grossly negligent conduct or intentional misconduct that either (a) requires the Company's financial statements to be restated at any time beginning on the Date of Grant and ending on the third anniversary of the end of the final Vesting Date set forth in Section 1.4 or (b) results in an increase of the value of the PSUs upon vesting, then the Committee, after considering the costs and benefits to the Company of doing so, may seek recovery for the benefit of the Company of the difference between the shares of Common Stock received upon vesting during the three-year period following such conduct and the shares of Common Stock that would have been received based on the restated financial statements or absent the increase described in part (b) above (the "Excess Shares"). All determinations regarding the amount of the Excess Shares shall be made solely by the Committee in good faith.

4.2 This award is also subject to any clawback policies the Company may adopt, including the Company's Incentive-Based Compensation Recovery Policy adopted in order to conform to the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any resulting rules issued by the United States Securities and Exchange Commission and the national securities exchanges thereunder.

4.3 If the Committee determines that the Participant owes any amount to the Company under Sections 4.1 or 4.2 above, the Participant shall return to the Company the Excess Shares (or the shares recoverable under Section 4.2) acquired by the Participant pursuant to this Agreement (or other securities into which such shares have been converted or exchanged) or, if no longer held by the Participant, the Participant shall pay to the Company, without interest, all cash, securities or other assets received by the Participant upon the sale or transfer of such shares. The Participant acknowledges that the Company may, to the fullest extent permitted by applicable law, deduct such amount owed from any amounts the Company owes the Participant from time to time for any reason (including without limitation amounts owed to the Participant as salary, wages, reimbursements or other compensation, fringe benefits, retirement benefits or vacation pay). Whether or not the Company elects to make any such set-off in whole or in part, if the Company does not recover by means of set-off the full amount the Participant owes it, the Participant hereby agrees to pay immediately the unpaid balance to the Company.

## 5.

### WITHHOLDING TAXES; TAX TREATMENT

5.1 At the time that all or any portion of the PSUs vest, the Participant must deliver to Gulf Island the amount of any taxes required by law to be withheld. In accordance with the terms of the Plan, the Participant may satisfy the tax withholding obligation by delivering currently owned shares of Common Stock or by electing to have Gulf Island withhold from the shares of the Participant otherwise would receive hereunder shares of Common Stock having a value equal to the minimum amount required to be withheld (as determined under the Plan).

5.2 The PSUs are intended to satisfy the short-term deferral exception to the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and shall be interpreted, construed and administered in accordance with such exception. Notwithstanding anything in this Agreement to the contrary, if the PSUs constitute "deferred compensation" under Section 409A and the payout of the PSUs is accelerated pursuant to Section 3, a distribution of shares, or cash if applicable, to the Participant shall be delayed for a period of six months after the Participant's termination of employment, if the Participant is a key employee (as defined under Section 409A) and if so required pursuant to Section 409A. If settlement of the PSUs is so delayed, the PSUs shall be settled within 30 days of the date that is the six-month anniversary of the Participant's termination of employment. Notwithstanding any provision to the contrary herein, distributions to be made upon a termination of employment hereunder may only be made upon a "separation from service" as defined under Section 409A. In no event shall a Participant, directly or indirectly, designate the calendar year of payment.

6.  
ADDITIONAL CONDITIONS

Anything in this Agreement to the contrary notwithstanding, if at any time Gulf Island further determines, in its sole discretion, that the listing, registration or qualification (or any updating of any such document) of the shares of Common Stock issuable pursuant hereto is necessary on any securities exchange or under any federal or state securities or blue sky law, or that the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with the issuance of shares of Common Stock pursuant hereto, such shares of Common Stock shall not be issued, in whole or in part, or the restrictions thereon removed, unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to Gulf Island. Gulf Island agrees to use commercially reasonable efforts to issue all shares of Common Stock issuable hereunder on the terms provided herein.

7.  
NO CONTRACT OF EMPLOYMENT INTENDED

Nothing in this Agreement shall confer upon the Participant any right to continue in the employment of the Company, or to interfere in any way with the right of the Company to terminate the Participant's employment relationship with the Company at any time.

8.  
BINDING EFFECT

This Agreement may not be transferred, assigned pledged or hypothecated in any manner at law or otherwise, other than by will or by the laws of descent and distribution, if applicable, and shall not be subject to execution, attachment or similar process. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors.

9.  
INCONSISTENT PROVISIONS

The PSUs granted hereby are subject to the terms, conditions, restrictions and other provisions of the Plan as fully as if all such provisions were set forth in their entirety in this Agreement. If any provision of this Agreement conflicts with a provision of the Plan, the Plan provision shall control. The Participant acknowledges that a copy of the Plan and a prospectus summarizing the Plan was distributed or made available to the Participant and that the Participant was advised to review such materials prior to entering into this Agreement. The Participant waives the right to claim that the provisions of the Plan are not binding upon the Participant and the Participant's heirs, executors, administrators, legal representatives and successors.

10.  
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the grant of the PSUs or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the courts of Montgomery County, Texas, or the federal courts for the United States for the Southern District of Texas, and no other courts, where this grant is made and/or to be performed.

11.  
MISCELLANEOUS

11.1 The Participant understands and acknowledges that they are one of a limited number of employees of the Company who have been selected to receive equity grants and that this grant is considered confidential information. The Participant hereby covenants and agrees not to disclose the award of PSUs pursuant to this Agreement to any other person except (a) the Participant's immediate family and legal or financial advisors who agree to maintain the confidentiality of this Agreement, (b) as required in connection with the administration of this Agreement and the Plan as it relates to this award or under applicable law, (c) to the extent the terms of this Agreement have been publicly disclosed by the Company and (d) as may be required pursuant to Section 16 of the Securities Exchange Act of 1934.

11.2 The authority to manage and control the operation and administration of this Agreement shall be vested in the Committee, and the Committee shall have all powers with respect to this Agreement as it has with respect to the Plan. Any interpretation of this Agreement by the Committee and any decision made by it with respect to this Agreement shall be final and binding on all persons.

11.3 Notwithstanding anything in this Agreement to the contrary, the terms of this Agreement shall be subject to the terms of the Plan, and this Agreement is subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan. Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

11.4 Each notice relating to this Agreement shall be in writing and delivered in person or by mail to Gulf Island at its office, 2170 Buckthorne Place, Suite 420, The Woodlands, Texas, 77380, to the attention of the Secretary or at such other address as Gulf Island may specify in writing to the Participant by a notice delivered in accordance with this Section 11.4. All notices to the Participant shall be delivered to the Participant's address on file with the Company or at such other address as the Participant may specify in writing to the Secretary by a notice delivered in accordance with this Section 11.4 and Section 11.7.

11.5 If any term or provision of this Agreement, shall at any time or to any extent be invalid, illegal or unenforceable in any respect as written, the Participant and Gulf Island intend for any court construing this Agreement to modify or limit such provision so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as to not affect any other term or provision hereof, and the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.6 Gulf Island's obligation under the Plan and this Agreement is an unsecured and unfunded promise to pay benefits that may be earned in the future. Gulf Island shall have no obligation to set aside, earmark or invest any fund or money with which to pay its obligations under this Agreement. The Participant or any successor in interest shall be and remain a general creditor of Gulf Island in the same manner as any other creditor having a general claim for matured and unpaid compensation.

11.7 Gulf Island may, in its sole discretion, deliver any documents related to the Participant's current or future participation in the Plan by electronic means or request the Participant's consent to participate in the Plan by electronic means. By accepting the terms of this Agreement, the Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an online or electronic system established and maintained by Gulf Island or a third party designated by Gulf Island.

11.8 The Participant must expressly accept the terms and conditions of this Agreement by executing this Agreement in a timely manner. If the Participant does not accept the terms of this Agreement, the PSUs are subject to cancellation.

12.  
ENTIRE AGREEMENT; MODIFICATION; WAIVER

The Plan and this Agreement contain the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan, as it may be amended from time to time in the manner provided therein, or in this Agreement, as it may be amended from time to time by a written document signed by each of the parties hereto, including by electronic means as provided in Section 11.7. Any oral or written agreements, representations, warranties, written inducements, or other communications with respect to the subject matter contained herein made prior to the acceptance of the Agreement shall be void and ineffective for all purposes.



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

GULF ISLAND FABRICATION, INC.

By: \_\_\_\_\_  
Robert M. Averick  
Chairman of the Compensation Committee of the Board of Directors

\_\_\_\_\_  
*{Insert name}*  
Participant

## NON-MANAGEMENT DIRECTOR RESTRICTED STOCK UNIT AGREEMENT

This NON-MANAGEMENT DIRECTOR RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”) is by and between Gulf Island Fabrication, Inc. (“Gulf Island”) and <<Participant Name>> (the “Participant”).

WHEREAS, Gulf Island maintains the Second Amended and Restated 2015 Stock Incentive Plan, as it may be further amended and restated (the “Plan”), under which Gulf Island may grant restricted stock units to eligible participants, including members of the Gulf Island Board of Directors (the “Board”), which awards relate to shares of common stock of Gulf Island, no par value per share (“Common Stock”); and

WHEREAS, pursuant to the Plan, Gulf Island has awarded the Participant restricted stock units on the terms and conditions specified below.

NOW, THEREFORE, Gulf Island and the Participant agree as follows:

### 1.

#### AWARD OF RESTRICTED STOCK UNITS

1.1 On <<Grant Date>> (the “Date of Grant”), and upon the terms and conditions of the Plan and this Agreement, and in consideration of services rendered, Gulf Island awarded to the Participant <<Grant Amount>> restricted stock units (the “RSUs”), that vest, subject to Sections 2 and 4, on the first anniversary of the Date of Grant (the “Vesting Date”).

### 2.

#### TERMS OF RESTRICTED STOCK UNITS

2.1 Each RSU represents the right to receive from Gulf Island, upon vesting, one share of Common Stock, free of any restrictions.

2.2 The RSUs may not be sold, assigned, donated, transferred, exchanged, pledged, hypothecated or otherwise encumbered. The Participant shall have no rights, including but not limited to, voting and dividend rights, in the shares of Common Stock underlying the RSUs unless and until such shares are issued to the Participant, or as otherwise provided in this Agreement.

2.3 If the RSUs have not already vested in accordance with Section 1 above, the RSUs shall vest and all restrictions set forth in Section 2.2 shall lapse under the following circumstances: (a) in the event a Change of Control of Gulf Island (as defined in the Plan) occurs prior to the Vesting Date and the Participant ceases to serve as a member of the Board as a result of such Change of Control, and (b) on the date of Gulf Island’s <<Insert Year After Year of Grant>> annual shareholder meeting if the Participant ceases to serve as a member of the Board as of such date because he or she is not re-nominated for another term by the Board.

2.4 From and after the Date of Grant of an RSU until the issuance of the share of Common Stock payable in respect of such Award, the Participant shall be credited, as of the payment date therefor, with (a) the amount of any cash dividends and (b) any shares of Common Stock, securities, or other property distributed or distributable in respect of one share of Common Stock to which the Participant would have been entitled had the Participant been a record holder of one share of Common Stock for each RSU at all times from the Date of Grant of such Award to such issuance date (collectively, the “Related Credits”). All such Related Credits shall be made notionally to a dividend equivalent account (an “Account”) established for the Participant with respect to all RSUs granted on the same date. All such Related Credits shall vest or be forfeited at the same time and on the same terms as the RSUs to which they relate.

3.

ISSUANCE OF SHARES UPON VESTING

3.1 As soon as practicable after the Vesting Date, but no later than 30 days from such date, Gulf Island will credit the Participant’s brokerage account with the shares of Common Stock issuable upon vesting. If the Participant has not established a brokerage account, the shares will be held by Gulf Island’s transfer agent until such time as the Participant opens an account.

3.2 Upon issuance of such shares of Common Stock, the Participant is free to hold or dispose of such shares, subject to applicable securities laws and any internal policy then in effect and applicable to the Participant, such as Gulf Island’s Insider Trading Policy and Director Stock Ownership Guidelines.

4.

TERMINATION OF BOARD MEMBERSHIP

Except for a termination of service described in Section 2.3 hereof, if the Participant ceases to serve as a member of the Board for any other reason prior to the Vesting Date, all unvested RSUs granted hereunder shall immediately be forfeited.

5.

ADDITIONAL CONDITIONS; TAX TREATMENT

Anything in this Agreement to the contrary notwithstanding, if at any time Gulf Island further determines, in its sole discretion, that the listing, registration or qualification (or any updating of any such document) of the shares of Common Stock issuable pursuant hereto is necessary on any securities exchange or under any federal or state securities or blue sky law, or that the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with the issuance of shares of Common Stock pursuant hereto, such shares of Common Stock shall not be issued, in whole or in part, or the restrictions thereon removed, unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to Gulf Island. Gulf Island agrees to use commercially reasonable efforts to issue all shares of Common Stock issuable hereunder on the terms provided herein. The RSUs are intended to constitute short-term deferrals under Section 409A of the Internal Revenue Code, and the regulations and guidance issued thereunder. However, each Participant should consult his or her own tax advisor as to the tax effect of amounts payable to the Participant under the Plan.

6.

BINDING EFFECT

This Agreement may not be transferred, assigned pledged or hypothecated in any manner at law or otherwise, other than by will or by the laws of descent and distribution, if applicable, and shall not be subject to execution, attachment or similar process.

7.

INCONSISTENT PROVISIONS

The RSUs granted hereby are subject to the terms, conditions, restrictions and other provisions of the Plan as fully as if all such provisions were set forth in their entirety in this Agreement. If any provision of this Agreement conflicts with a provision of the Plan, the Plan provision shall control. The Participant acknowledges that a copy of the Plan and a prospectus summarizing the Plan was distributed or made available to the Participant and that the Participant was advised to review such materials prior to entering into this Agreement. The Participant waives the right to claim that the provisions of the Plan are not binding upon the Participant and the Participant's heirs, executors, administrators, legal representatives and successors.

8.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant of RSUs or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the courts of Montgomery County, Texas, or the federal courts for the United States for the Southern District of Texas, and no other courts, where this grant is made and/or to be performed.

9.  
MISCELLANEOUS

9.1 The authority to manage and control the operation and administration of this Agreement shall be vested in the Committee, and the Committee shall have all powers with respect to this Agreement as it has with respect to the Plan. Any interpretation of this Agreement by the Committee and any decision made by it with respect to this Agreement shall be final and binding on all persons.

9.2 Notwithstanding anything in this Agreement to the contrary, the terms of this Agreement shall be subject to the terms of the Plan, and this Agreement is subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan. Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

9.3 Each notice relating to this Agreement shall be in writing and delivered in person or by mail to Gulf Island at its office, 2170 Buckthorne Place, Suite 420, The Woodlands, TX 77380, to the attention of the Secretary or at such other address as Gulf Island may specify in writing to the Participant by a notice delivered in accordance with this Section 9.3. All notices to the Participant shall be delivered to the Participant's address on file with the Company or at such other address as the Participant may specify in writing to the Secretary by a notice delivered in accordance with this Section 9.3 and Section 9.6.

9.4 If any term or provision of this Agreement, shall at any time or to any extent be invalid, illegal or unenforceable in any respect as written, the Participant and Gulf Island intend for any court construing this Agreement to modify or limit such provision so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as to not affect any other term or provision hereof, and the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9.5 Gulf Island's obligation under the Plan and this Agreement is an unsecured and unfunded promise to pay benefits that may be earned in the future. Gulf Island shall have no obligation to set aside, earmark or invest any fund or money with which to pay its obligations under this Agreement. The Participant or any successor in interest shall be and remain a general creditor of Gulf Island in the same manner as any other creditor having a general claim for matured and unpaid compensation.

9.6 Gulf Island may, in its sole discretion, deliver any documents related to the Participant's current or future participation in the Plan by electronic means or request the Participant's consent to participate in the Plan by electronic means. By accepting the terms of this Agreement, the Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an online or electronic system established and maintained by Gulf Island or a third party designated by Gulf Island.

9.7 The Participant must expressly accept the terms and conditions of this Agreement by executing this Agreement in a timely manner. If the Participant does not accept the terms of this Agreement, this RSU Award is subject to cancellation.

10.  
ENTIRE AGREEMENT; MODIFICATION

The Plan and this Agreement contain the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan, as it may be amended from time to time in the manner provided therein, or in this Agreement, as it may be amended from time to time by a written document signed by each of the parties hereto, including by electronic means as provided in Section 9.6. Any oral or written agreements, representations, warranties, written inducements, or other communications with respect to the subject matter contained herein made prior to the acceptance of the Agreement shall be void and ineffective for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered effective on the Date of Grant.

GULF ISLAND FABRICATION, INC.

By: \_\_\_\_\_  
Robert M. Averick  
Chairman of the Compensation Committee of the Board of Directors

\_\_\_\_\_  
<<Participant Name>>  
Participant

**Certifications**

I, Richard W. Heo, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gulf Island Fabrication, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 6, 2025

/s/ Richard W. Heo

Richard W. Heo

President, Chief Executive Officer and Director (Principal Executive Officer)

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**Certifications**

I, Westley S. Stockton, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gulf Island Fabrication, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 6, 2025

/s/ Westley S. Stockton

Westley S. Stockton

Executive Vice President, Chief Financial Officer, Secretary and Treasurer (Principal Financial Officer and Principal Accounting Officer)

Certification Furnished Pursuant to  
18 U.S.C. Section 1350, as adopted pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of Gulf Island Fabrication, Inc. (the "Company") for the quarter ended June 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, who are the Chief Executive Officer and Chief Financial Officer of the Company, certify pursuant to U.S.C. Section 1350, as adopted pursuant to of the Sarbanes-Oxley Act of 2002, that:

1. the Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the period covered by the Report.

By: /s/ Richard W. Heo  
Richard W. Heo  
President, Chief Executive Officer and Director (Principal Executive Officer)  
August 6, 2025

By: /s/ Westley S. Stockton  
Westley S. Stockton  
Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)  
August 6, 2025

*A signed original of this written statement required by Section 906 has been provided to Gulf Island Fabrication, Inc. and will be retained by Gulf Island Fabrication, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.*

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