

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): October 1, 2020

**CONSTRUCTION PARTNERS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38479**  
(Commission  
File Number)

**26-0758017**  
(I.R.S. Employer  
Identification Number)

**290 Healthwest Drive, Suite 2**  
**Dothan, Alabama 36303**  
(Address of principal executive offices) (ZIP Code)

**(334) 673-9763**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

<u>Title of each class</u>	<u>Trading symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A common stock, \$0.001 par value	ROAD	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter). 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.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On October 1, 2020, Construction Partners, Inc. (the “Company”) entered into an Amendment to Employment Agreement (the “Amendment”) with Fred J. Smith, III, in connection with the effective date of Mr. Smith’s previously announced promotion to Chief Operating Officer of the Company. The Amendment modifies Mr. Smith’s existing Employment Agreement (the “Employment Agreement”) by (i) changing his title to reflect his new position and (ii) increasing the minimum base salary that Mr. Smith will earn during the remaining term of the Employment Agreement to \$470,000.00. All other provisions of their existing Employment Agreement remain unchanged. The Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K, and the description of the Amendment is qualified in its entirety by reference to such exhibit.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

Exhibit No.    Description

10.1*	<a href="#">Amendment to Employment Agreement, effective as of October 1, 2020, by and between Construction Partners, Inc. and Fred J. Smith, III</a>
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\* Filed herewith.

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**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 hereunto duly authorized.

CONSTRUCTION PARTNERS, INC.

Date: October 2, 2020

By: /s/ Charles E. Owens  
Charles E. Owens  
President and Chief Executive Officer

**AMENDMENT  
to  
EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), is made and entered into effective as of October 1, 2020 (the "Effective Date"), by and between Construction Partners, Inc., a Delaware corporation (the "Company"), and Fred J. Smith, III, an individual resident of North Carolina ("Executive").

Recitals:

- A. WHEREAS, the Company and Executive entered into an Employment Agreement dated as of April 1, 2020 (the "Employment Agreement"), pursuant to which Executive serves as a Senior Vice President of the Company; and
- B. WHEREAS, the Company's Board of Directors (the "Board") appointed Executive to serve as Chief Operating Officer of the Company, effective October 1, 2020; and
- C. WHEREAS, the Compensation Committee of the Board has approved an increase in Executive's base salary commensurate with the increase in Executive's responsibilities as a result of assuming the Chief Operating Officer position; and
- D. WHEREAS, the Company and Executive desire to amend the Employment Agreement to provide for the modification of Executive's title and base salary, in each case, effective as of the Effective Date, on the terms and conditions set forth herein.

Amendment:

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Definition of Terms. All capitalized terms contained herein and not otherwise defined shall be defined as provided in the Employment Agreement.
- 2. Amendment. Effective as of the Effective Date, the Employment Agreement is amended as follows:
  - a. Each instance of the phrase "Senior Vice President" in the Agreement is deleted and replaced with "Chief Operating Officer."
  - b. Section 4(a) of the Agreement is amended by deleting "\$430,000.00" and replacing it with "\$470,000.00."
- 3. Full Force and Effect. Except as modified hereby, the Agreement remains unmodified and in full force and effect.
- 4. Successors and Assigns. This Amendment shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise provided herein.

[Signature page follows.]

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IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto, the Company acting through its duly authorized officer, in duplicate originals, on the date first set forth above.

**Company:**

**Executive:**

Construction Partners, Inc.

By: /s/ Charles E. Owens

/s/ Fred J. Smith, III

Print name: Charles E. Owens

Fred J. Smith, III

Title: President and Chief Executive Officer