

GREATER ORLANDO AVIATION AUTHORITY CHANGE ORDER

CHANGE ORDER NO. BP-00432-MCO - 89 CONTRACT NO. BP-00432-MCO
 CONTRACTOR: Walbridge Aldinger Company
 CONTRACT DESCRIPTION: OPTIMIZATION OF PODS C AND D
 CONTRACT DATE: 02/22/13 NTP : 02/25/13
 ISSUE DATE: 04/21/21 (Ref. C.C. 04/06/21)

Approved as to Form and Legality
(for the benefit of GOAA only)

this 21st day of Apr., 2021

By: 
 NELSON MULLINS
 BROAD AND CASSEL
 Legal Counsel
 Greater Orlando Aviation Authority

Work covered by this Change Order may proceed after Contractor executes and returns this Change Order to the Owner or OAR (Owner's Authorized Representative) AND after Contractor receives a Change Order Notice to Proceed or a fully executed copy of this Change Order. This Change Order will increase or decrease the Contract Amount and Time to complete by the amount shown below. The general, supplementary and other conditions of the Contract shall apply to this Change Order unless expressly modified by this Change Order.

DESCRIPTION OF CHANGE: MEDIATED SETTLEMENT AGREEMENT

See Attachment 'A' for description of change.

ADJUSTED CALENDER DAYS - CONTRACT TIME
(SC=Substantial Completion / FC=Final Completion)

	SC	FC
ORIGINAL:	850	120
THIS CO:	341	0
TO DATE:	56	0
TOTAL :	1247	120
ORIGINAL SC DATE:	06/24/15	
REVISED SC DATE:	07/25/16	

SOURCE OF FUNDS Passenger Facility Charges to the extent eligible and General Airport Revenue Bonds.

	ADD	DELETE		
AMOUNT OF THIS CHANGE ORDER	<u>X</u>		\$	6,260,180.55
ORIGINAL TOTAL CONTRACT PRICE			\$	33,340,000.00
APPROVED ADDITIONS TO CONTRACT TO DATE			\$	6,204,204.91
APPROVED DELETIONS TO CONTRACT TO DATE			\$	(2,879,661.84)
REVISED TOTAL CONTRACT PRICE			\$	42,924,723.62
PERCENTAGE OF THIS CHANGE OF ORIGINAL CONTRACT PRICE		<u>18.8%</u>		

CONTRACTOR'S ACCEPTANCE:

ATTEST:



DATE: 4-22-2021

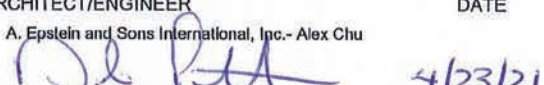
BY: THOMAS D. DYCE

TITLE: E.V.P.

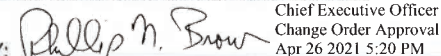
ACCEPTED AND APPROVED TO PROCEED:

N/A
 OAR/PROJECT MANAGER DATE
 NONE

 4/23/21
 DIRECTOR OF CONSTRUCTION DATE
 Mike Patterson

N/A
 ARCHITECT/ENGINEER DATE
 A. Epstein and Sons International, Inc.- Alex Chu

 4/23/21
 FOR OWNER/CONSTRUCTION COMMITTEE CHAIR DATE
 David M. Patterson, Director of Construction

GREATER ORLANDO AVIATION AUTHORITY

BY: 
 Chief Executive Officer
 Change Order Approval
 Apr 26 2021 5:20 PM

ATTEST:

Electronically Signed by
 Larissa Bou-Vazquez
 Assistant Secretary
 On April 27, 2021 8:31 am

GOAA Construction Form #004D (Implemented January 2002 / Revised October 2010)

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'A'
(Page 1 of 1)

DESCRIPTION OF CHANGE:

This final settlement change order increases the contract amount by \$6,260,180.55 and extends the contract time to achieve Substantial Completion by 341 calendar days to resolve all cost and time issues and claims between the Contractor and the Owner on the BP-00432-MCO project

The Contractor, Walbridge Aldinger Company, waives and releases all claims, demands and actions concerning the BP-00432-MCO Project in consideration of the terms and conditions set forth below:

1. All previously issued Change Orders and Construction Change Directives, as listed in the Change Order Summary provided hereto as Attachment "B", are hereby accepted by the Contractor.
2. The Contract Amount shall be increased by \$6,260,180.55 for the settlement of all issues. The resulting Total Contract Amount is \$42,924,723.62 and a final balance due of \$8,900,000.00.
3. The Contractor agrees to provide a consent of surety and a final release of all claims and further agrees to defend, indemnify and hold harmless the Owner, Greater Orlando Aviation Authority, from any and all claims asserted or that may be asserted against the Owner or any of the Owner's consultants by subcontractors or suppliers that arise from the BP-00432-MCO Project.
4. The Owner does not release and therefore reserves all claims or rights under the Contract Documents concerning warranty obligations, if any, and latent defects.
5. The parties have entered into a Stipulation for Settlement, provided hereto as Attachment "C", the terms and conditions of which are incorporated herein.

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'B'
(Page 1 of 8)

CHANGE ORDER SUMMARY

*Approved as a Construction Change Directive / ** Includes Time Suspension

19-Apr-21

BP-00432-MCO OPTIMIZATION OF PODS C AND D

CONTRACTOR: Walbridge Aldinger Company

Award CC: 01/08/13 **Oracle PO#:** 1003441

START DATE(NTP): 02/25/13

FUNDING: FDOT/PFC/CE/RB/TSA JPA FM No. 431597-1-94-01

Award Board: 01/16/13 **Contract Date:** 02/22/13

CO #	DESCRIPTION	REFERENCE	APPRD BY CCM	SIGNED BY CONTR	RETD TO CONTR EXECUTED	ADDITIONS	DELETIONS	CUMULATIVE	CURRENT CONTRACT AMOUNT	% OF CONTRACT CONT	CONTRACT TIME (DAYS)	CONTRACT COMPL DATE	FINAL TIME (DAYS)
ORIGINAL CONTRACT													
1	High Speed Diverters	Partial Alt. 1	07/09/13	07/10/13	09/13/13	\$172,374.00	\$0.00	\$172,374.00	\$33,340,000.00		850	06/24/15	120
2	Change from Dell to HP Servers		07/30/13	07/10/13	09/23/13	\$13,934.08	\$0.00	\$186,308.08	\$33,512,374.00	0.52%	0	06/24/15	0
3	Various Revisions		08/13/13	08/14/13	09/23/13	\$644,786.54	\$0.00	\$831,094.62	\$34,171,094.62	1.93%	0	06/24/15	0
4	Various Revisions	FCO#3/#4/#5	09/24/13	09/27/13	10/23/13	\$135,208.42	\$0.00	\$966,303.04	\$34,306,303.04	0.41%	0	06/24/15	0
5	Award of Bid Alternates 1, 2, 5 & 6	FCO#7	10/08/13	10/15/13	12/10/13	\$1,654,626.00	\$0.00	\$2,620,929.04	\$35,960,929.04	4.96%	0	06/24/15	0
6	Various Revisions		10/22/13	10/29/13	12/03/13	\$5,509.07	\$0.00	\$2,626,438.11	\$35,966,438.11	0.02%	0	06/24/15	0
7	Various Revisions		11/12/13	11/13/13	12/16/13	\$66,382.78	\$0.00	\$2,692,820.89	\$36,032,820.89	0.20%	0	06/24/15	0
8	Various Revisions	FCO#1	11/19/13	11/21/13	12/31/13	\$39,508.91	\$0.00	\$2,732,329.80	\$36,072,329.80	0.12%	0	06/24/15	0
9	Electrical Maintenance Platforms	FCO#6	12/10/13	12/12/13	01/22/14	\$153,675.01	\$0.00	\$2,886,004.81	\$36,226,004.81	0.46%	0	06/24/15	0
10	Various Revisions		12/17/13	01/06/14	01/30/14	\$108,023.88	\$0.00	\$2,994,028.69	\$36,334,028.69	0.32%	0	06/24/15	0
11	Conveyor Modifications		01/28/14	01/30/14	02/21/14	\$14,460.79	\$0.00	\$3,008,489.48	\$36,348,489.48	0.04%	0	06/24/15	0
12	Various Revisions	FCO#10	02/04/14	02/07/14	02/27/14	\$28,246.30	\$0.00	\$3,036,735.78	\$36,376,735.78	0.08%	0	06/24/15	0
13	Various Revisions	Bulletin #9	02/11/14	02/17/14	03/06/14	\$37,638.65	\$0.00	\$3,094,374.43	\$36,434,374.43	0.17%	0	06/24/15	0
14	Bulletin 6 Construction	Bulletin #6	02/25/14	03/03/14	03/28/14	\$54,351.25	\$0.00	\$3,148,725.68	\$36,488,725.68	0.16%	0	06/24/15	0
15	Bulletin 7 Construction	Bulletin #7	02/25/14	03/03/14	03/28/14	\$150,178.36	\$0.00	\$3,298,904.04	\$36,638,904.04	0.45%	0	06/24/15	0
16	Alternate Baggage Sortation Path		03/11/14	03/12/14	04/07/14	\$38,800.23	\$0.00	\$3,337,704.27	\$36,677,704.27	0.12%	0	06/24/15	0
17	Various Revisions	FCO#2	03/11/14	03/12/14	04/07/14	\$59,367.57	\$0.00	\$3,397,071.84	\$36,737,071.84	0.18%	0	06/24/15	0
18	Various Revisions	FCO#8	04/01/14	04/07/14	04/28/14	\$9,979.59	\$0.00	\$3,407,051.43	\$36,747,051.43	0.03%	0	06/24/15	0
19	Various Revisions		04/08/14	04/09/14	04/28/14	\$68,056.15	\$0.00	\$3,475,107.58	\$36,815,107.58	0.20%	0	06/24/15	0
20	Various Revisions		04/22/14	04/29/14	05/21/14	\$17,069.82	\$0.00	\$3,492,177.40	\$36,832,177.40	0.05%	0	06/24/15	0
21	Various Revisions	FCO#9 & #12	05/06/14	05/06/14	05/21/14	\$27,630.03	\$0.00	\$3,519,827.43	\$36,859,827.43	0.08%	0	06/24/15	0
22	Various Revisions		05/27/14	05/29/14	06/26/14	\$2,637.87	\$0.00	\$3,522,465.30	\$36,862,465.30	0.01%	0	06/24/15	0
23	Resolution of Clearance Issues	BI#8/FCO11&14	06/10/14	06/12/14	07/25/14	\$784,000.00	\$0.00	\$4,306,465.30	\$37,646,465.30	2.35%	49	08/12/15	0
24	Various Revisions		07/08/14	07/16/14	08/07/14	\$3,755.95	\$0.00	\$4,310,221.25	\$37,650,221.25	0.01%	0	08/12/15	0
25	Various Revisions	FCO#13	07/29/14	07/30/14	08/26/14	\$44,716.47	\$0.00	\$4,354,937.72	\$37,694,937.72	0.13%	0	08/12/15	0

Greater Orlando Aviation Authority
Engineering & Construction Report

GOAA Const.: Caribee / ROCHELLE ERVIN

A/E: A. Epstein and Sons International, Inc.

OAR: Nick Peterson

Contractor
Design Consultant
OAR

Walbridge Aldinger Company-Terrance Stett, Project Manager
A. Epstein and Sons International, Inc.-Alex Chu, Senior Project Manager
PMA Consultants, LLC-Nick Peterson, Project Manager
PMA Consultants, LLC-Carmen Hernandez, Administrative Assistant

BP-00432-MCO

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'B'
(Page 2 of 8)

CHANGE ORDER SUMMARY

*Approved as a Construction Change Directive / ** Includes Time Suspension

19-Apr-21

CO #	DESCRIPTION	REFERENCE	APPVD BY CCM	SIGNED BY CONTR	RETD TO CONTR EXECUTED	ADDITIONS	DELETIONS	CUMULATIVE	CURRENT CONTRACT AMOUNT	% OF CONTR	CONTRACT TIME (DAYS)	CONTRACT COMPL DATE	FINAL TIME (DAYS)
ORIGINAL CONTRACT													
26	Various Revisions		08/26/14	09/12/14	10/06/14	\$8,963.78	\$0.00	\$4,363,901.50	\$33,340,000.00	0.03%	850	06/24/15	120
27	Various Revisions		09/02/14	09/12/14	10/06/14	\$13,022.31	\$0.00	\$4,376,923.81	\$37,703,901.50	0.04%	0	08/12/15	0
28	Various Revisions		09/23/14	09/30/14	10/16/14	\$9,977.21	\$0.00	\$4,386,901.02	\$37,726,901.02	0.03%	0	08/12/15	0
29	Additional Bag Portering Services		09/30/14	10/20/14	11/14/14	\$135,399.60	\$0.00	\$4,522,300.62	\$37,862,300.62	0.41%	0	08/12/15	0
30	Various Revisions	Bulletin #11	10/07/14	10/20/14	11/14/14	\$15,320.86	\$0.00	\$4,537,621.48	\$37,877,621.48	0.05%	0	08/12/15	0
31	Various Revisions		10/21/14	10/24/14	11/13/14	\$27,424.02	\$0.00	\$4,565,045.50	\$37,905,045.50	0.08%	0	08/12/15	0
32	Various Revisions	FCO#16 & #18	11/11/14	12/02/14	12/31/14	\$36,214.94	\$0.00	\$4,601,260.44	\$37,941,260.44	0.11%	0	08/12/15	0
33	Various Revisions		12/02/14	12/12/14	01/23/15	\$7,840.64	\$0.00	\$4,609,101.08	\$37,949,101.08	0.02%	0	08/12/15	0
34	Various Revisions		12/16/14	12/18/14	01/23/15	\$26,181.55	\$0.00	\$4,635,282.63	\$37,975,282.63	0.08%	0	08/12/15	0
35	Sew Eurodrive Motor and VFD Replacement		01/13/15	01/20/15	03/02/15	\$15,918.27	\$0.00	\$4,651,200.90	\$37,991,200.90	0.05%	0	08/12/15	0
36	Various Revisions		01/27/15	01/29/15	03/02/15	\$0.00	(\$11,755.26)	\$4,639,445.64	\$37,979,445.64	-0.04%	0	08/12/15	0
37	Swing-Down Maintenance Platform Mock-Up		02/10/15	02/18/15	04/07/15	\$16,743.27	\$0.00	\$4,656,188.91	\$37,996,188.91	0.05%	0	08/12/15	0
38	Various Revisions	FCO #15 & #17	02/24/15	03/05/15	04/07/15	\$37,095.58	\$0.00	\$4,693,284.49	\$38,033,284.49	0.11%	0	08/12/15	0
39	Power Distribution Panel Relocation		03/03/15	03/05/15	04/07/15	\$34,130.15	\$0.00	\$4,727,414.64	\$38,067,414.64	0.10%	0	08/12/15	0
40	Various Revisions		03/31/15	04/14/15*	05/12/15	\$5,624.98	\$0.00	\$4,733,039.62	\$38,073,039.62	0.02%	0	08/12/15	0
41	Various Revisions		04/14/15	04/28/15*	05/12/15	\$11,719.47	\$0.00	\$4,744,759.09	\$38,084,759.09	0.04%	0	08/12/15	0
42	Various Revisions		04/28/15	04/29/15	05/12/15	\$0.00	\$0.00	\$4,744,759.09	\$38,084,759.09	0.00%	0	08/12/15	0
43	Various Revisions	FCO#22,23,24	04/28/15	04/28/15*	05/27/15	\$38,466.22	\$0.00	\$4,803,225.31	\$38,143,225.31	0.18%	0	08/12/15	0
44	Various Revisions		05/05/15	05/05/15*	05/27/15	\$7,725.38	\$0.00	\$4,810,950.69	\$38,150,950.69	0.02%	0	08/12/15	0
45	Demolish Oversized Line 20S	Bulletin #15	05/12/15		06/08/15	\$8,853.85	\$0.00	\$4,819,804.54	\$38,159,804.54	0.03%	0	08/12/15	0
46	Portering Services Compensation & VFD Unit Price		05/12/15	05/12/15*	06/19/15	\$575,183.00	\$0.00	\$5,394,987.54	\$38,734,987.54	1.73%	0	08/12/15	0
47	Various Revisions	FCO#21	05/26/15	05/26/15*	06/24/15	\$27,106.99	\$0.00	\$5,422,094.53	\$38,762,094.53	0.08%	0	08/12/15	0
48	Add Two DRB Specification Sections		06/02/15	06/15/15	07/28/15	\$30,000.00	\$0.00	\$5,452,094.53	\$38,792,094.53	0.09%	0	08/12/15	0
49	Termination for Convenience (Pod C)		05/26/15	05/26/15*	07/01/15	\$0.00	(\$2,829,803.00)	\$2,622,291.53	\$35,962,291.53	-8.49%	0	08/12/15	0
50	Various Revisions		06/02/15	06/30/15*	09/03/15	\$11,385.17	\$0.00	\$2,633,676.70	\$35,973,676.70	0.03%	0	08/12/15	0
51	Reimbursement for Mitigating Obstruction No. 264	CCD#43, Item #2	06/02/15	06/02/15*	06/24/15	\$1,463.23	\$0.00	\$2,635,139.93	\$35,975,139.93	0.00%	0	08/12/15	0
52	Various Revisions		06/09/15	06/09/15*	06/30/15	\$19,370.16	\$0.00	\$2,654,510.09	\$35,994,510.09	0.06%	0	08/12/15	0

Greater Orlando Aviation Authority
Engineering & Construction Report

GOAA Counsel: Carlson / ROGHELLE ERWIN
A/E: A. Epstein and Sons International, Inc.
OAR: Nick Peterson

Contractor
Design Consultant
OAR

Walbridge Aldinger Company-Terrance Stettin, Project Manager
A. Epstein and Sons International, Inc.-Alex Chai, Senior Project Manager
PMA Consultants, LLC-Nick Peterson, Project Manager
PMA Consultants, LLC-Carmen Hernandez, Administrative Assistant

BP-00432-MCO

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'B'
(Page 3 of 8)

CHANGE ORDER SUMMARY

*Approved as a Construction Change Directive / ** Includes Time Suspension

19-Apr-21

CO #	DESCRIPTION	REFERENCE	APP'D BY CCM	SIGNED BY CONTR	RETD TO CONTR EXECUTED	ADDITIONS	DELETIONS	CUMULATIVE	CURRENT CONTRACT AMOUNT	% OF CONTR	CONTRACT TIME (DAYS)	CONTRACT COMPL DATE	FINAL TIME (DAYS)
ORIGINAL CONTRACT													
53	Various Revisions		06/16/15	06/30/15*	09/03/15	\$14,452.30	\$0.00	\$2,668,962.39	\$33,340,000.00	0.04%	850	06/24/15	120
54	Various Revisions		06/30/15	06/30/15*	09/03/15	\$63,908.57	\$0.00	\$2,732,870.96	\$36,008,962.39	0.19%	0	08/12/15	0
55	Various Revisions		06/30/15	06/30/15*	09/03/15	\$10,202.65	\$0.00	\$2,743,073.61	\$36,072,870.96	0.03%	0	08/12/15	0
56	Various Revisions		07/21/15	07/21/15*	09/03/15	\$5,210.44	\$0.00	\$2,748,284.05	\$36,083,073.61	0.02%	0	08/12/15	0
57	Conveyor Reconfiguration		08/11/15	08/11/15*	09/16/15	\$2,757.57	\$0.00	\$2,751,041.62	\$36,088,284.05	0.01%	0	08/12/15	0
58	Various Revisions		08/25/15	08/25/15*	09/22/15	\$11,524.38	\$0.00	\$2,762,566.00	\$36,091,041.62	0.03%	0	08/12/15	0
59	SEW Brake Motors with SR Modules		08/25/15	08/25/15*	09/22/15	\$33,198.56	\$0.00	\$2,795,764.56	\$36,102,566.00	0.10%	0	08/12/15	0
60	Various Revisions		09/22/15	09/22/15*	10/26/15	\$31,323.01	\$0.00	\$2,827,087.57	\$36,135,764.56	0.09%	0	08/12/15	0
61	Various Revisions		10/27/15	10/27/15*	01/05/16	\$43,836.81	\$0.00	\$2,870,924.38	\$36,167,087.57	0.13%	0	08/12/15	0
62	Various Revisions		11/17/15	11/17/15*	01/05/16	\$25,639.87	\$0.00	\$2,896,564.25	\$36,210,924.38	0.08%	0	08/12/15	0
63	Various Revisions		02/23/16	02/23/16*	04/26/16	\$32,462.49	\$0.00	\$2,929,026.74	\$36,236,564.25	0.10%	0	08/12/15	0
64	Various Revisions		03/08/16	03/08/16*	04/26/16	\$9,694.33	\$0.00	\$2,938,721.07	\$36,269,026.74	0.03%	0	08/12/15	0
65	New Allowance for DRB Costs		03/08/16	04/06/16	05/04/16	\$35,000.00	\$0.00	\$2,973,721.07	\$36,278,721.07	0.10%	0	08/12/15	0
66	Various Revisions		04/26/16	04/26/16*	06/16/16	\$99,824.00	\$0.00	\$3,073,545.07	\$36,313,721.07	0.30%	0	08/12/15	0
67	Various Revisions		05/03/16	05/03/16*	06/16/16	\$12,227.16	\$0.00	\$3,085,772.23	\$36,413,545.07	0.04%	0	08/12/15	0
68	Various Revisions		06/28/16	06/28/16*	07/22/16	\$19,552.53	\$0.00	\$3,105,324.76	\$36,425,772.23	0.06%	0	08/12/15	0
69	Various Revisions		06/28/16	06/28/16*	07/22/16	\$16,833.96	\$0.00	\$3,122,158.72	\$36,445,324.76	0.05%	0	08/12/15	0
70	Bond Premium Increase		08/02/16	08/08/16	09/07/16	\$23,313.19	\$0.00	\$3,145,471.91	\$36,462,158.72	0.07%	0	08/12/15	0
71	Obstruction No. 2B Mitigations	FCO#20	09/13/16	09/13/16*	10/19/16	\$25,788.05	\$0.00	\$3,171,259.96	\$36,485,471.91	0.08%	0	08/12/15	0
72	Programming Revisions		09/27/16	09/27/16*	10/27/16	\$3,515.60	\$0.00	\$3,174,775.56	\$36,511,259.96	0.01%	0	08/12/15	0
73	Reinsertion of Out of Gauge Bags		10/25/16	10/25/16*	11/17/16	\$4,469.30	\$0.00	\$3,179,244.86	\$36,514,775.56	0.01%	0	08/12/15	0
74	Various Revisions		10/25/16	10/25/16*	11/30/16	\$11,833.70	\$0.00	\$3,191,078.56	\$36,519,244.86	0.04%	0	08/12/15	0
75	2CS2 Fire Door		10/25/16		04/21/21	\$5,931.49	\$0.00	\$3,197,010.05	\$36,531,078.56	0.02%	0	08/12/15	0
76	CCTV Server/Storage Array		10/25/16	10/25/16*	11/30/16	\$0.00	(\$19,750.02)	\$3,177,260.03	\$36,537,010.05	-0.06%	0	08/12/15	0
77	No Cost Time Extension		10/25/16	10/25/16*	11/30/16	\$0.00	\$0.00	\$3,177,260.03	\$36,517,260.03	0.00%	3	08/15/15	0
78	Various Revisions		11/01/16	11/01/16*	11/30/16	\$10,216.88	\$0.00	\$3,187,476.91	\$36,517,260.03	0.03%	0	08/15/15	0
79	Bag Room Lighting Control Panels		11/08/16	11/08/16*	11/30/16	\$15,966.42	\$0.00	\$3,203,443.33	\$36,527,476.91	0.05%	0	08/15/15	0
80	Various Revisions		11/08/16	11/08/16*	11/30/16	\$5,546.64	\$0.00	\$3,208,989.97	\$36,543,443.33	0.02%	0	08/15/15	0
81	Obstruction Mitigations	FCO#19	11/08/16	11/08/16*	11/30/16	\$46,013.72	\$0.00	\$3,255,003.69	\$36,548,989.97	0.14%	0	08/15/15	0
82	Various Revisions		11/22/16	11/22/16*	01/25/17	\$21,161.09	\$0.00	\$3,276,164.78	\$36,595,003.69	0.06%	0	08/15/15	0

Greater Orlando Aviation Authority Engineering & Construction Report	Contractor Design Consultant OAR	Contract Manager Walbridge Aldinger Company-Terrance Stettin, Project Manager A. Epstein and Sons International, Inc.-Alex Cha, Senior Project Manager PMA Consultants, LLC-Nick Peterson, Project Manager PMA Consultants, LLC-Carmen Hernandez-Administrative Assistant	BP-00432-MCO
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GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'B'
(Page 4 of 8)

CHANGE ORDER SUMMARY

*Approved as a Construction Change Directive / ** Includes Time Suspension

19-Apr-21

CO #	DESCRIPTION	REFERENCE	APPVD BY CCM	SIGNED BY CONTR	RETD TO CONTR EXECUTED	ADDITIONS	DELETIONS	CUMULATIVE	CURRENT CONTRACT AMOUNT	% OF CONTRACT	CONTRACT TIME (DAYS)	CONTRACT COMPL DATE	FINAL TIME (DAYS)
ORIGINAL CONTRACT													
83	Differential Pay for PDP Repairs	11/22/16	11/22/16	11/22/16*	01/23/17	\$18,034.02	\$0.00	\$3,294,198.80	\$33,340,000.00	0.05%	850	06/24/15	120
84	Mitigate Obstruction No. 6 and Record No. 4	12/20/16	12/20/16	12/20/16*	02/27/17	\$9,952.02	\$0.00	\$3,304,150.82	\$36,634,198.80	0.03%	0	08/15/15	0
85	Relocation of PDP 2EPDP7	12/20/16	12/20/16	12/20/16*	02/24/17	\$1,494.37	\$0.00	\$3,305,645.19	\$36,644,150.82	0.00%	0	08/15/15	0
86	Type 7 Control Stations	12/20/16	12/20/16		04/21/21	\$36,879.05	\$0.00	\$3,342,524.24	\$36,682,524.24	0.11%	0	08/15/15	0
87	Various Revisions	01/10/17	12/20/16*	12/20/16*	02/24/17	\$372.39	\$0.00	\$3,342,896.63	\$36,682,896.63	0.00%	4	08/19/15	0
88	Various Revisions	03/28/17	03/28/17	03/28/17*	05/24/17	\$0.00	(\$18,353.56)	\$3,324,543.07	\$36,664,543.07	-0.06%	0	08/19/15	0
89	Mediated Settlement Agreement	04/06/21				\$6,260,180.55	\$0.00	\$9,584,723.62	\$42,924,723.62	18.78%	341	07/25/16	0
						\$12,464,385.46 (\$2,879,661.84)		\$9,584,723.62	\$42,924,723.62	28.75%	1247	07/25/16	120

CURRENT CONTRACT

Required Substantial Completion 07/25/16
 ACTUAL Substantial Completion 07/26/16
 Required Final Completion 11/23/16
 ACTUAL Final Completion

\$5,650 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion)
 \$2,800 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion)
 Time Ext. for S.C.
 Time Ext. for F.C.:

CONTRACT INFORMATION: Lump Sum (Base Bid + Alt 4)

Liquidated Damages (\$5,650.00/Day for S.C. & \$2,800.00/Day for F.C.)
 Liquidated Damages (\$5,650.00/Day for Completion of Milestone 3 and Milestone 4)

Milestone 1: Complete and make fully operational the replacement of the pushers in the Pod C sortation mainline by no later than 200 calendar days after Notice to Proceed (NTP); Completed September 2013.
 Milestone 2: Complete and make fully operational the shunt line from TC-6 to Pod D by no later than 370 calendar days after NTP.
 Milestone 3: Complete and make fully operational the ticket counter and sortation system modifications associated with Pod D, including the complete shunt line to Pod C, by no later than 430 calendar days after NTP; CO#5 extended Milestone 3 completion by 90 calendar days to 550 calendar days; CO#8 extended Milestone 3 completion by 21 calendar days to 571 calendar days.
 Milestone 4: Complete and make fully operational all work, including successful completion of TSA certification testing, all Pod D and Pod C CBRA work by no later than 770 calendar days after NTP, excluding only Milestone 5 work defined below.
 Milestone 5: Complete and make fully operational, all work associated with Pod C and Pod C CBRA by no later than 850 calendar days after NTP, and work in Pod C and Pod C CBRA cannot begin before the completion of Milestone 3.

The time of completion for this Work, as used throughout the Contract Documents, is 770 calendar days to achieve Substantial Completion for all work except Bid Alternate 4, commencing from the issuance of the NTP.

Bid documents (00300) provided that "All Bid Alternates not initially awarded shall remain valid for award by Contract change order up to sixty (60) calendar days after the Notice to Proceed for the Contract."

Alternates not awarded:

\$195,000 Bid Alternate 3: Additional administration work required (including certified payrolls and Davis-Bacon wage rates) that would be required for the Base Bid scope in the event that TSA provides funding for this project.
 \$75,000 Bid Alternate 7: Additional administration work required (including certified payrolls and Davis-Bacon wage rates) that would be required for Bid Alternate 4 scope in the event that TSA provides funding for this

Greater Orlando Aviation Authority
Engineering & Construction Report

Contractor
 Walbridge Aldinger Company-Terrance Stettin, Project Manager
 A. Epstein and Sons International, Inc.-Alex Cha, Senior Project Manager
Design Consultant
 PMA Consultants, LLC-Nick Peterson, Project Manager
OAR
 PMA Consultants, LLC-Carmen Hernandez, Administrative Assistant

BP-00432-MCO

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'B'
(Page 5 of 8)

CHANGE ORDER SUMMARY

*Approved as a Construction Change Directive / ** Includes Time Suspension

19-Apr-21

project.

CO#1 NTP issued on 07/17/2013.
CO#2 NTP issued on 08/01/2013.
CO#3 NTP issued on 08/22/2013.
CO#4 NTP issued on 09/30/2013.
CO#5 NTP issued on 10/17/2013.
CO#6 NTP issued on 11/07/2013.
CO#7 NTP issued on 11/22/2013.
CO#8 NTP issued on 12/03/2013.
CO#9 NTP issued on 12/13/2013.
CO#10 NTP issued on 01/10/2014.
CO#11 NTP issued on 02/14/2014.
CO#12 NTP issued on 02/11/2014.
CO#13 NTP issued on 03/03/2014.
CO#14 NTP issued on 03/06/2014.
CO#15 NTP issued on 03/06/2014.
CO#16 NTP issued on 03/17/2014.
CO#17 NTP issued on 03/17/2014.
CO#18 NTP issued on 04/09/2014.
CO#19 NTP issued on 04/10/2014.
CO#20 NTP issued on 04/30/2014.
CO#21 NTP issued on 05/08/2014.
CO#22 NTP issued on 06/02/2014.
CO#23 NTP issued on 06/19/2014.
CO#24 NTP issued on 07/22/2014.
CO#25 NTP issued on 08/01/2014.
CO#26 NTP issued on 09/17/2014.
CO#27 NTP issued on 09/17/2014.
CO#28 NTP issued on 10/02/2014.
CO#29 NTP issued on 10/23/2014.
CO#30 NTP issued on 10/23/2014.
CO#31 NTP issued on 10/29/2014.
CO#32 NTP issued on 12/11/2014.
CO#33 NTP issued on 12/11/2014.
CO#34 NTP issued on 12/31/2014.
CO#35 NTP issued on 01/27/2015.
CO#36 NTP issued on 02/03/2015.
CO#37 NTP issued on 02/23/2015.
CO#38 NTP issued on 03/09/2015.
CO#39 NTP issued on 03/09/2015.
CCD#40 NTP issued on 04/27/2015.
CCD#41 NTP issued on 04/29/2015.
CO#42 NTP issued on 04/30/2015.
CCD#43 NTP issued on 04/29/2015.
CCD#44 NTP issued on 05/07/2015.
CO#45 NTP issued on 05/19/2015.
CCD#46 NTP issued on 05/21/2015.
CCD#47 NTP issued on 06/09/2015.
CO#48 NTP issued on 06/19/2015.
CO# 50 NTP issued on 06/16/2015. CCD#50 NTP issued on 7/28/2015.
CCD#51 NTP issued on 06/09/2015.
CCD#52 NTP issued on 06/16/2015.
CCD#53 NTP issued on 07/28/2015.

Greater Orlando Aviation Authority
Engineering & Construction Report

GOAA Const.: Carlson / ROCHELLE ERWIN
A/E: A. Epstein and Sons International, Inc.
OAR: Nick Patterson

Contractor
Design Consultant
OAR
OAR

Walbridge Aldinger Company-Terrance Sterett, Project Manager
A. Epstein and Sons International, Inc.-Alex Cha, Senior Project Manager
PMA Consultants, LLC-Nick Peterson, Project Manager
PMA Consultants, LLC-Carmen Hernandez, Administrative Assistant

BP-00432-MCO

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'B'
(Page 6 of 8)

CHANGE ORDER SUMMARY

*Approved as a Construction Change Directive / ** Includes Time Suspension

19-Apr-21

COD#53 NTP issued on 07/28/2015.
COD#54 NTP issued on 07/28/2015.
COD#55 NTP issued on 07/28/2015.
COD#56 NTP issued on 07/29/2015.
COD#57 NTP issued on 08/21/2015.
COD#58 NTP issued on 08/26/2015.
COD#59 NTP issued on 08/26/2015.
COD#60 NTP issued on 09/24/2015.
COD#61 NTP issued on 12/22/2015.
COD#62 NTP issued on 12/22/2015.
COD#63 NTP issued on 03/17/2016.
COD#64 NTP issued on 04/08/2016.
COD#65 NTP issued on 04/08/2016.
COD#66 NTP issued on 05/26/2016.
COD#67 NTP issued on 05/26/2016.
COD#68 NTP issued on 06/30/2016.
COD#69 NTP issued on 06/30/2016.
COD#70 NTP issued on 08/25/2016.
COD#71 NTP issued on 09/27/2016.
COD#72 - N/A
COD#73 NTP issued on 10/27/2016.
COD#74 - N/A
COD#75 - N/A
COD#76 - N/A
COD#77 - N/A
COD#78 NTP issued on 11/23/2016.
COD#79 NTP issued on 12/18/2016.
COD#80 NTP issued on 12/18/2016.
COD#81 NTP issued on 12/18/2016.
COD#82 NTP issued on 12/19/2016.
COD#83 NTP issued on 12/19/2016.
COD#84 - N/A
COD#85 - N/A
COD#86 - N/A
COD#87 - N/A
COD#88 - N/A

Final Adjustment of DRB Allowance (added by CO#48), \$30,000.00; Resolved per CO#89.
Final Adjustment of DRB Allowance (additional added by CO#65), \$35,000.00; Resolved per CO#89.

CO#29 for additional baggage portering services was issued for a NTE amount; this amount is to be reconciled in a future change order; Resolved per CO#89.
COD#46 for additional baggage portering services was issued for an estimated NTE amount of \$544,073.00; this amount is to be reconciled in a future change order; Resolved per CO#89.

CO#48 identified Contract Time adjustments as "TBD"; Resolved per CO#89.

OPEN ISSUES:

None.

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE: TBD is denoted as \$1.00

Reason	CO Amount	A/E Backcharges	Flag
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Greater Orlando Aviation Authority
Engineering & Construction Report

GOAA Const.: Carlson / ROCHELLE ERWIN	Contractor	Walbridge Aldinger Company-Terrance Stett, Project Manager
A/E: A. Epstein and Sons International, Inc.	Design Consultant	A. Epstein and Sons International, Inc.-Alex Chu, Senior Project Manager
OAR: Nick Peterson	OAR	PMA Consultants, LLC-Nick Peterson, Project Manager
	OAR	PMA Consultants, LLC-Carmen Hernandez, Administrative Assistant

BP-00432-MCO

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'B'
(Page 7 of 8)

CHANGE ORDER SUMMARY

*Approved as a Construction Change Directive / ** Includes Time Suspension

19-Apr-21

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/E Backcharge (Errors)	Design Error	\$469,756.37	1.41%	\$2,354.21	1%
3	Various Revisions	08/13/13	TBD	TBD	Design Omission	\$1,209,896.29	3.63%	\$8,288.87	1%
4	Various Revisions	09/24/13	TBD	\$0.00	Owner Requested Change	\$6,874,587.25	20.62%	\$0.00	0%
7	Various Revisions	11/12/13	TBD	TBD	Unforeseen/Concealed Condition	\$1,030,483.71	3.09%	\$0.00	0%
9	Electrical Maintenance Platforms	12/10/13	TBD	\$0.00	TOTAL	\$9,584,723.62	28.75%	\$10,643.08	1%
10	Various Revisions	12/17/13	TBD	\$0.00					
11	Conveyor Modifications	01/28/14	\$1,446.08	\$0.00					
12	Various Revisions	02/04/14	\$0.00	TBD					
13	Various Revisions	02/11/14	TBD	TBD					
17	Various Revisions	03/11/14	TBD	\$0.00					
18	Various Revisions	04/01/14	TBD	TBD					
19	Various Revisions	04/08/14	TBD	TBD					
20	Various Revisions	04/22/14	TBD	TBD					
21	Various Revisions	05/06/14	\$0.00	TBD					
22	Various Revisions	05/27/14	TBD	\$0.00					
24	Various Revisions	07/08/14	TBD	\$0.00					
25	Various Revisions	07/29/14	TBD	\$0.00					
26	Various Revisions	08/26/14	TBD	\$0.00					
27	Various Revisions	09/02/14	TBD	\$0.00					
28	Various Revisions	09/23/14	TBD	\$0.00					
30	Various Revisions	10/07/14	TBD	\$0.00					
31	Various Revisions	10/21/14	TBD	\$0.00					
32	Various Revisions	11/11/14	TBD	\$0.00					
33	Various Revisions	12/02/14	TBD	\$0.00					
34	Various Revisions	12/16/14	TBD	\$0.00					
36	Various Revisions	01/27/15	TBD	\$0.00					
37	Swing-Down Maintenance Platform Mock-Up	02/10/15	TBD	\$0.00					
38	Various Revisions	02/24/15	TBD	TBD					
39	Power Distribution Panel Relocation	03/03/15	\$0.00	TBD					
40	Various Revisions	03/31/15	TBD	\$0.00					
43	Various Revisions	04/28/15	\$5846.81	\$0.00					
44	Various Revisions	05/05/15	TBD	\$0.00					
45	Demolish Oversized Line 20S	05/12/15	\$130.14	\$0.00					
47	Various Revisions	05/26/15	TBD	\$0.00					
50	Various Revisions	06/02/15	\$370.94	\$767.58					

Greater Orlando Aviation Authority
Engineering & Construction Report

GOAA Contact: Carlson / ROCHELLE ERWIN
A/E: A. Epstein and Sons International, Inc.
OAR: Nick Peterson

Contractor
Design Consultant
OAR
OAR

Walbridge Aldinger Company-Terrance Strett Project Manager
A. Epstein and Sons International, Inc.-Alex Chu, Senior Project Manager
PMA Consultants, LLC-Nick Peterson, Project Manager
PMA Consultants, LLC-Carmen Hernandez, Administrative Assistant

BP-00432-MCO

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'B'
(Page 8 of 8)

CHANGE ORDER SUMMARY

**Approved as a Construction Change Directive / ** Includes Time Suspension*

19-Apr-21

CO #	Description	CCM Approval	Potential A/E Backcharges (Omissions)	Potential A/E Backcharges (Errors)
51	Reimbursement for Mitigating Obstruction No. 264	06/02/15	TBD	\$0.00
52	Various Revisions	06/09/15	TBD	\$0.00
53	Various Revisions	06/16/15	\$0.00	\$1373.73
56	Various Revisions	07/21/15	\$59.73	\$0.00
58	Various Revisions	08/25/15	\$0.00	\$198.90
60	Various Revisions	09/22/15	\$394.17	\$0.00
63	Various Revisions	02/23/16	TBD	\$0.00
64	Various Revisions	03/08/16	TBD	\$0.00
66	Various Revisions	04/26/16	TBD	\$0.00
67	Various Revisions	05/03/16	TBD	\$0.00
69	Various Revisions	06/28/16	TBD	\$0.00
71	Obstruction No. 2B Mitigations	09/13/16	TBD	\$0.00
74	Various Revisions	10/25/16	TBD	TBD
75	2CS2 Fire Door	10/25/16	\$0.00	TBD
78	Various Revisions	11/01/16	TBD	\$0.00
79	Bag Room Lighting Control Panels	11/08/16	TBD	\$0.00
80	Various Revisions	11/08/16	TBD	\$0.00
81	Obstruction Mitigations	11/08/16	TBD	\$0.00
85	Relocation of PDP 2EPDP7	12/20/16	\$0.00	TBD
86	Type 7 Control Stations	12/20/16	\$0.00	TBD
88	Various Revisions	03/28/17	TBD	\$0.00
TOTAL			\$8,288.87	\$2,354.21

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 1 of 14)

MEDIATED SETTLEMENT AGREEMENT AND RELEASE (BP-432)

THIS MEDIATED SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is entered into as of this 26 day of April, 2021 (the "Effective Date"), by the GREATER ORLANDO AVIATION AUTHORITY ("GOAA"), WALBRIDGE ALDINGER, LLC D/B/A WALBRIDGE ALDINGER ("Walbridge"), LIBERTY MUTUAL INSURANCE COMPANY ("Liberty Mutual"), and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("Travelers") (Travelers and Liberty Mutual shall be referred to herein as "Sureties") (GOAA, Walbridge, Liberty Mutual, and Travelers are each a "Party" and may be collectively referred to as the "Parties").

RECITALS

WHEREAS, on September 19, 2016, Walbridge filed a Complaint styled Walbridge Aldinger, LLC d/b/a Walbridge Aldinger v. Greater Orlando Aviation Authority, Case No. 2016-CA-008333-O in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, which Walbridge voluntarily dismissed without prejudice on March 17, 2017 (the "Old Lawsuit"); on October 31, 2017, Walbridge filed a Complaint styled Walbridge Aldinger, LLC d/b/a Walbridge Aldinger v. Greater Orlando Aviation Authority, Case No. 2017-CA-2435-O in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (the "New Lawsuit"; collectively, the Old Lawsuit and the New Lawsuit shall be known as the "Lawsuit"); both Lawsuits and subsequent amendments thereto, allege breaches of a construction contract between GOAA and Walbridge for a Project known as BP-432, Optimization of Pods C and D ("BP-432" or "Project") and other claims and causes of action arising from the Contract and its subject matter;

WHEREAS, throughout BP-432 Walbridge alleged, *inter alia*, various breaches and claims for delay and extra work associated with, without limitation, improperly withheld retainage, utility outage notification procedures, obstructions, owner interference, the adoption of new schedules, rephasing, credits for work removed (including for the removal of the scope known colloquially as "Pod C" on BP-432), electrical clearance issues (of all varieties), working hours restrictions, superior knowledge, obstructions, and deficiencies in plans, specifications, and project management;

WHEREAS, GOAA denied the allegations of Walbridge, filed appropriate affirmative defenses to the claims, and has asserted a counterclaim against Walbridge and the Sureties;

WHEREAS, GOAA, Walbridge, Liberty Mutual, and Travelers deny the allegations in the Lawsuit and liability for the circumstances alleged by the Party or Parties; and

WHEREAS, the Parties desire to resolve the all disputes between them -- including those that were raised and could have been raised in the Lawsuit -- amicably in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties, intending to be legally bound, agree and stipulate as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are true and correct, and are incorporated into this Agreement.

2. Settlement Payment and Contract Time Extension to Walbridge.

a. As consideration for all other covenants set forth herein, GOAA agrees to increase the Contract Price on BP-432 the Project as follows:

(1) The Parties acknowledge and agree that the Contract Balance remaining to be paid on the Project, together with the amount to be added to the Project by an "ADD" Change Order to resolve all disputes between the parties through the date of this Agreement, including without limitation any claims by GOAA against Walbridge, whether for Liquidated Damages or otherwise, is as set out in **Exhibit A**; as noted in **Exhibit A**, the total outstanding compensation to be paid to Walbridge by GOAA for any and all Work and claims on the Project is \$8,900,000.00 (the "Settlement Funds").

(2) The terms of this Settlement Agreement will be memorialized in Settlement Change Orders to administratively close-out the Project. The Parties shall cooperate to prepare the Settlement Change Orders. The Settlement Change Orders shall provide no additional compensation (that is, beyond what is provided in this Agreement and Exhibit A), but may address administrative issues such as the time of completion. The Parties agree, and the Settlement Change Orders shall provide, that in any conflict between the terms of this Agreement and the Settlement Change Orders, this Agreement shall prevail and control (except that the Settlement Change Orders will address the allocation of the amounts to be paid by GOAA).

b. Walbridge agrees that the Settlement Funds are adequate and sufficient consideration for the covenants herein.

c. The Settlement Funds will be paid to Walbridge via wire transfer to Walbridge counsel pursuant to written wire instructions previously provided to Nelson Mullins Broad & Cassel within fifteen (15) days after the latest of (i) execution and delivery of this Agreement by the Parties, and (ii) approval of this Agreement by the appropriate body of GOAA at a duly-noticed public meeting.

3. Intent. The Parties intend to amicably resolve all disputes through the date of this Agreement, and agree to the Releases set forth herein.

a. The Parties intend to resolve all of the claims against GOAA related to or arising out of the Project through the date of this Agreement, that were asserted or could have been asserted in the Lawsuit (including, without limitation, any

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 3 of 14)

recovery for attorneys' fees or costs) (all claims described in this sentence are referred to herein as "Walbridge's Claims").

b. The Parties also intend to resolve all of the claims against Walbridge, Liberty Mutual, and Travelers related to or arising out of the Project through the date of this Agreement, that were asserted or could have been asserted in the Lawsuit (including, without limitation, any recovery for attorneys' fees or costs) (all claims described in this sentence are referred to herein as the "GOAA Claims").

c. The Parties enter into this Agreement merely as an accommodation and compromise of disputed claims. The Parties do not admit to or concede any fault or breach of any duty, contractual or otherwise, in connection with the dispute giving rise to this Agreement. Further, the Parties acknowledge that the Parties all hold current beliefs which ultimately could prove to be different from the actual existing or future facts, but in no event shall change or modify their intent to resolve all claims. The Parties acknowledge they were not relying on any representation by any other Party when entering into this Agreement.

4. Mutual General Releases.

a. General Release by Walbridge, Liberty Mutual, and Travelers. Upon full execution of this Agreement and payment of the Settlement Funds, Walbridge, Liberty Mutual, and Travelers and their current and former officers, directors, principals, employees, agents, representatives, attorneys-in-fact, attorneys-at-law, insurers, sureties, predecessors, successors, and assigns, individually and collectively (the "Walbridge Releasers") do hereby irrevocably, fully, and forever remise, release, acquit, satisfy and forever discharge the Greater Orlando Aviation Authority and its board members, employees, and representatives, including but not limited to all project management professionals retained by GOAA for the Project and their current and former officers, directors, principals, employees, agents, representatives, suppliers, contractors, subcontractors, attorneys-in-fact, attorneys-at-law, insurers, sureties, predecessors, successors, and assigns, individually and collectively (hereinafter the "GOAA Releasees") of and from any and all actions, causes of action, suits, debts, liabilities, claims, liens, claims of lien, demands, damages, costs, payments, losses, or expenses, of any nature whatsoever, including, without limitation, attorneys' fees, experts' and/or consultants' fees and/or expenses of litigation, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, asserted or unasserted, which the Walbridge Releasers ever had, now have, may have had, or may in the future have against the GOAA Releasees for any cause whatsoever, from the beginning of the world through the date of this Agreement, including, but not limited to, the Walbridge Claims and all claims that were or could have been brought by the Parties in the Lawsuit. Walbridge, Liberty Mutual, and Travelers represent, as a material inducement for GOAA to enter into this Agreement, that it has no other claims against GOAA and are not aware of any other matter that could give rise to any other claim against GOAA or the GOAA

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 4 of 14)

Releasees. Walbridge, Liberty Mutual, and Travelers represent and warrant (which is a material inducement to enter this Agreement) that, individually and collectively, have not assigned any claim or cause of action against any of the GOAA Releasees to any other person. Notwithstanding anything contained herein to the contrary, the Sureties' release is limited to and applies only to claims related to or arising out of the issuance of the payment and performance bonds to Walbridge as principal on this Project (including, without limitation, any attorneys' fees or costs incurred in connection with the Lawsuit).

b. General Release by GOAA. Except as provided by Paragraph 8 below, on full execution of this Agreement and payment of the Settlement Funds, GOAA does hereby irrevocably, fully, and forever remise, release, acquit, satisfy and forever discharge Walbridge, Travelers, Liberty Mutual, and Walbridge Releasees of and from any and all actions, causes of action, suits, debts, liabilities, claims, liens, claims of lien, demands, damages, costs, payments, losses, or expenses, of any nature whatsoever, including, without limitation, attorneys' fees, experts' and/or consultants' fees and/or expenses of litigation, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, asserted or unasserted, which GOAA ever had, now have, may have had, or may in the future have against Walbridge, Travelers, or Liberty Mutual for any cause whatsoever, from the beginning of the world through the date of this Agreement, including, but not limited to, the GOAA Claims and all claims that were or could have been brought by the Parties in the Lawsuit. GOAA represents, as a material inducement for Walbridge to enter into this Agreement, that it has no other claims against Walbridge or is aware of any other matter that could give rise to any other claim against the Walbridge Releasees. Notwithstanding the foregoing, GOAA does not release any claims for latent defects that arise after the date hereof. GOAA's release of the Sureties is limited to and applies only to claims related to or arising out of the issuance of the payment and performance bonds to Walbridge as principal on this Project (including, without limitation, any attorneys' fees or costs incurred in connection with the Lawsuit).

5. Assignment. As a material part of and consideration for this Agreement, GOAA hereby assigns to Walbridge (or Walbridge's designee) any and all of GOAA's rights to and under all contracts with any and all design professionals and engineers that provided professional services for the Project, including but not limited to, A. Epstein and Sons International, Inc., Vic Thompson Company and SGM Engineering, Inc., and any subconsultants (collectively the "Designers"). GOAA further assigns to Walbridge all claim rights that GOAA has or may have against any design professionals and engineers that provided professional services for the Project, including but not limited to, any and all back-charge rights and claims arising from change orders issued on the Project. This assignment includes an assignment of any rights and claims to or under any insurance policies procured by any of the Designers for their work on the Project. GOAA further assigns to Walbridge any right to seek recovery or indemnity from any of the Designers for any Settlement Funds paid by GOAA to Walbridge under this Agreement (collectively, the claims identified in this paragraph are the "Assigned Claims." GOAA represents that it has not previously expressly waived assigned or settled (in whole or in part) any of the Assigned Claims. GOAA makes no representations or warranties as to the value or legal merits of any of the Assigned Claims

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 5 of 14)

or any defenses that have been or may be asserted thereto. Walbridge may assign any Assigned Claim to any party as permitted by law. GOAA only reserves and does not assign any claims for latent design defects that may arise after the date of this Agreement.

6. Indemnity. Walbridge agrees to defend, indemnify and hold harmless GOAA and its board members, employees, and representatives, including but not limited to, all project management professionals retained by GOAA for the Project, of and from claims raised by the Designers, as well as any subcontractors, subconsultants, suppliers, laborers and materialmen hired by or on behalf of Walbridge for the Project, arising from the Project or any assignments of claims made by GOAA to Walbridge. Both Parties understand and acknowledge that the Settlement Funds paid by GOAA are intended to be and in fact constitute full compensation and payment for all work performed and claims raised by Walbridge relating to BP-432, for which GOAA is or may be liable, including all interest, costs and attorneys' fees. This indemnity obligation of Walbridge shall apply in the specific context of GOAA being joined in any litigation between Walbridge and any of the Designers on the Project, regardless of the nature of the claim or cause of action raised against GOAA.

7. Survival. The parties agree and acknowledge that this Settlement Agreement and Release does not terminate, waive or release any contract rights that accrue to the benefit of GOAA after the date of this Agreement, including but not limited to, all warranties and warranty rights, all indemnity provisions and indemnity rights, and any claims for latent defects. The parties further agree and acknowledge that all surety bond rights guaranteeing or securing any of the above contract rights and provisions, survive this Agreement, it being the express intent of GOAA not to waive or release such rights.

8. Cooperation and Further Assurances. The Parties shall execute in good faith change orders and such other and further documents and shall do such further acts as may be reasonably necessary to properly effectuate the terms of or carry out more effectively the intent and purposes of this Agreement.

a. Dismissal of Litigation. Within five business days after the delivery of the Settlement Funds in accordance with Paragraph 2 of this Agreement Walbridge shall file a dismissal of the Lawsuit as to GOAA with prejudice with each Party to bear its own fees and costs, and GOAA shall file a dismissal of the Lawsuit as to Walbridge with prejudice with each Party to bear its own fees and costs.

b. Settlement Funds. Walbridge's counsel shall hold the Settlement Funds in trust until the dismissal with prejudice described in Paragraph 8.a of this Agreement is filed with the Court.

c. Cooperation in Litigation. GOAA agrees that it will reasonably cooperate with Walbridge (or Walbridge's designee or assignee) by making a GOAA employee reasonably available, upon request, to meet with counsel or testify in connection with any litigation concerning the Assigned Claims and to provide, upon request, non-privileged documents pertaining to the Project and reasonably necessary to the litigation of the Assigned Claims. GOAA legal counsel,

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 6 of 14)

Robert Alfert and Edward Philpot of Nelson Mullins Broad and Cassel, shall serve as the point of contact for any requests for litigation cooperation as described in this paragraph. GOAA legal counsel shall be permitted to appear at and participate in any such meetings or at deposition, on behalf of GOAA at GOAA's expense.

d. Bid Eligibility. The parties have amicably resolved all of their differences between them. The parties acknowledge that Walbridge has completed the BP-432 project in accordance with the plans and specifications, and the project is fully operational and in compliance with all specification requirements. The contract completion schedule has been reconciled, with Walbridge being granted a time extension to accord with the date of Substantial Completion. Walbridge is fully eligible to bid or propose at GOAA on any future projects.

9. Covenants Not to Sue.

a. Walbridge, and the Walbridge Releasors, individually and collectively, expressly covenant never to institute or participate in any administrative proceeding, suit or action, at law or in equity, against GOAA, or the GOAA Releasees individually or collectively, by reason of any Claim described in Paragraph 4 of this Agreement. This covenant specifically includes, without limitation, administrative actions, actions in federal and state courts of law and equity, class actions and actions that may be filed in the future.

b. GOAA, and the GOAA Releasors, individually and collectively, expressly covenant never to institute or participate in any administrative proceeding, suit or action, at law or in equity, against Walbridge, or the Walbridge Releasees, individually or collectively, by reason of any Claim described in Paragraph 4 of this Agreement. This covenant specifically includes, without limitation, administrative actions, actions in federal and state courts of law and equity, class actions and actions that may be filed in the future.

10. Waivers; Amendments. No provision of this Agreement shall be waived, amended, or supplemented except by a written instrument executed by all Parties.

11. Survival of Rights, Obligations, and Duties Under Agreement. Nothing in the release set forth above shall operate to release or discharge the Parties from their rights, duties and obligations under this Agreement.

12. No Admission. This Agreement does not constitute an admission by any Party concerning its liability, legal rights or obligations relating to the subject matter of this Agreement. In consideration of the promises set forth in this Agreement, the Parties have entered into this Agreement as a business accommodation unrelated to the merits of any actual or potential claims and without prejudice to their positions regarding same. The terms of this Agreement and the acts of the Parties negotiating those terms constitute the compromise of disputed claims and are subject to the protection afforded by Rule 408 of the Federal Rules of Evidence, section 90.408, *Florida Statutes*, and other similar statutes and rules.

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 7 of 14)

13. Participation. Each Party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the Parties, and shall be interpreted as if the Parties hereto jointly prepared it.

14. Advice of Counsel. Each of the Parties to this Agreement has been represented by legal counsel in all matters concerning this Agreement. Accordingly, the Parties shall not deny the validity of the Agreement on the grounds that they did not have advice of counsel.

15. Authority. Walbridge warrants and represents that it has the absolute authority and right to execute this Agreement and to carry out the obligations set out in it and its intent. GOAA warrants that Mike Patterson, Director of Construction, has the authority to sign and recommend approval of this Agreement to the appropriate GOAA body with authority to bind the authority after a duly-noticed public meeting, as described below.

16. Time Periods. Time is of the essence in this Agreement. Any time period provided for herein which ends on any day other than a business day shall be extended to 5:00 p.m. (prevailing Orlando, Florida time) of the next business day.

17. Venue. In the event of litigation arising from the enforcement of this Agreement, the Parties agree that the exclusive venue for the prosecution of any state court proceedings shall be Orange County, Florida.

18. Severability. In the event that any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, no Party shall be required to comply with such provision for so long as such provision is held to be invalid, illegal, or unenforceable and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that this entire Agreement shall be null and unenforceable if any Party does not obtain the benefit of all releases provided for herein. The Parties shall endeavor in good faith to negotiate to replace the invalid, illegal and unenforceable provisions with valid provisions, the effect of which shall come as close as possible to that of the invalid, illegal, or unenforceable provisions.

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and there are no oral or written understandings, representations, or commitments of any kind, express or implied, which are not expressly set forth herein. The Agreement may only be modified in writing signed by all Parties.

20. Governing Law. This Agreement shall be governed by and be construed and interpreted in accordance with the law of the State of Florida without giving effect to such jurisdiction's conflict of laws principles.

21. Knowing and Voluntary Execution of Settlement. All Parties to this Agreement expressly acknowledge and warrant that they have read carefully and fully, and understand all the provisions of this Agreement, and that they are entering into this Agreement of their own free will and with the advice of their respective attorneys. The Parties represent that they are voluntarily entering into this Agreement with the intent to be bound thereby, and that they have not been

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 8 of 14)

coerced or induced by anyone to enter into this Agreement. The Parties further acknowledge that they believe this Agreement is in their own best interests.

22. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts by the Parties, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. Facsimile copies shall be valid and binding.

23. Approval of Agreement. Walbridge understands and acknowledges that this Agreement is subject to ratification and approval by the Construction Committee and the Board of the Greater Orlando Aviation Authority at their next regularly scheduled meetings. The undersigned representative of GOAA shall use reasonable best efforts to obtain such approval, but in no event is any such approval assured. Should the Board reject or choose not to approve this Agreement, this Agreement shall be null and void and the Parties shall be returned to the status quo existing as of the date hereof.

24. Public Records Requests. Walbridge and its representatives agrees to withdraw all public records requests submitted on or before the date of this Agreement to GOAA or its board members, employees, and representatives, including but not limited to, all design and project management professionals retained by GOAA for the Project.

25. Enforcement of this Agreement. The Parties agree and stipulate that in any action in law or equity arising out of this Agreement or its enforcement, the prevailing party shall be entitled to its attorneys' fees and costs through trial and appeal.

[SIGNATURE PAGES FOLLOW]

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 9 of 14)

IN WITNESS WHEREOF, the Parties and the mediator have executed this Settlement Agreement as of the date and year first written above.

WALBRIDGE ALDINGER, LLC d/b/a WALBRIDGE ALDINGER



By: Thomas D. Dyze

Its: E.V.P.

Dated: 4-22-2021

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 10 of 14)

IN WITNESS WHEREOF, the Parties and the mediator have executed this Settlement
Agreement as of the date and year first written above.

GREATER ORLANDO AVIATION AUTHORITY

By: Phillip N. Brown
Phillip N Brown
Chief Executive Officer
Change Order Approval
Apr 26 2021 5:21 PM
DocuSign

Its: _____

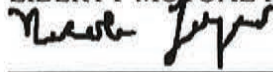
Dated: _____

Approved as to Form and Legality
this 22nd day of Apr. 7, 2021
By: [Signature]
NELSON MULLINS BROAD AND CASSEL
Legal Counsel
Greater Orlando Aviation Authority

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 11 of 14)

IN WITNESS WHEREOF, the Parties and the mediator have executed this Settlement
Agreement as of the date and year first written above.

LIBERTY MUTUAL INSURANCE COMPANY



By: Nicole Fabrizio

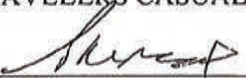
Its: Surety Claims Specialist I

Dated: 4/21/2021

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 12 of 14)

IN WITNESS WHEREOF, the Parties and the mediator have executed this Settlement Agreement as of the date and year first written above.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA



By: Steven Pand

Its: Managing Director & Counsel

Dated: April 21, 2021

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 13 of 14)

IN WITNESS WHEREOF, the Parties and the mediator have executed this Settlement

Agreement as of the date and year first written above.

BRUCE G. ALEXANDER, ESQ., Cikin, Lubitz & ^{FA} ~~O'Connell~~, Mediator

Dated: _____

4/22/21

GREATER ORLANDO AVIATION AUTHORITY
BP-00432-MCO CHANGE ORDER NO. 89
ATTACHMENT 'C'
(Page 14 of 14)

EXHIBIT A TO MEDIATED SETTLEMENT AGREEMENT AND RELEASE

The Parties agree the Settlement Funds will be apportioned as follows:

	BP-432
Contract Balance Remaining to be Paid	\$2,639,819.45
Claim Settlement	\$6,260,180.55
GRAND TOTAL (to be paid to Walbridge by GOAA):	\$ 8,900,000.00