

GREATER ORLANDO AVIATION AUTHORITY CHANGE ORDER

CHANGE ORDER NO. BP-00439-MCO - 12 CONTRACT NO. BP-00439-MCO
 CONTRACTOR: Walbridge Aldinger Company
 CONTRACT DESCRIPTION: LANDSIDE EMERGENCY POWER GENERATION EXPANSION
 CONTRACT DATE: 01/03/14 NTP : 01/07/14
 ISSUE DATE: 04/21/21 (Ref. C.C. 04/06/21)

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

this 22nd day of Apr., 2021

By: [Signature]
 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:	545	90
THIS CO:	262	0
TO DATE:	148	0
TOTAL :	955	90
ORIGINAL SC DATE:	07/05/15	
REVISED SC DATE:	08/18/16	

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

AMOUNT OF THIS CHANGE ORDER	ADD	X	DELETE		\$	
ORIGINAL TOTAL CONTRACT PRICE					\$	9,076,000.00
APPROVED ADDITIONS TO CONTRACT TO DATE					\$	271,964.43
APPROVED DELETIONS TO CONTRACT TO DATE					\$	(66,104.71)
REVISED TOTAL CONTRACT PRICE					\$	9,381,859.72
PERCENTAGE OF THIS CHANGE OF ORIGINAL CONTRACT PRICE				1.1%		

CONTRACTOR'S ACCEPTANCE:

ATTEST: [Signature]

DATE: 4-22-2021

BY: Thomas D Dyke

TITLE: E.V.P.

ACCEPTED AND APPROVED TO PROCEED:

N/A
 OAR/PROJECT MANAGER DATE
 NONE
[Signature] 4/23/21
 DIRECTOR OF CONSTRUCTION DATE
 Mike Patterson

N/A
 ARCHITECT/ENGINEER DATE
 Matern Professional Engineering, Inc.- Jim Nisbet
[Signature] 4/23/21
 FOR OWNER/CONSTRUCTION COMMITTEE CHAIR DATE
 David M. Patterson, Director of Construction

GREATER ORLANDO AVIATION AUTHORITY
[Signature]
 Change Order Approval
 Apr 26 2021 5:23 PM

By: [Signature] DATE

Electronically Signed by
 Larissa Bou-Vazquez
 Assistant Secretary

ATTEST: [Signature] On April 27, 2021 8:31 am

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'A'
(Page 1 of 1)

DESCRIPTION OF CHANGE:

This final settlement change order increases the contract amount by \$100,000.00 and extends the contract time to achieve Substantial Completion by 262 calendar days to resolve all cost and time issues and claims between the Contractor and the Owner on the BP-00439-MCO project.

The Contractor, Walbridge Aldinger Company, waives and releases all claims, demands and actions concerning the BP-00439-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 \$100,000.00 for the settlement of all issues. The resulting Total Contract Amount is \$9,463,950.00 and a final balance due of \$766,519.28.
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-00439-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-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'B'
(Page 1 of 2)**

CHANGE ORDER SUMMARY

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

19-Apr-21

BP-00439-MCO LANDSIDE EMERGENCY POWER GENERATION EXPANSION

CONTRACTOR: Walbridge Aldinger Company

Award CC: 10/29/13 Oracle PO#: 1003697 START DATE(NTP): 01/07/14

FUNDING: FDOT/PFC/Bonds

Award Board: 12/04/13 Contract Date: 01/03/14

CO #	DESCRIPTION	REFERENCE	APPVD BY CCM	SIGNED BY CONTR	RETD TO CONTR EXECUTED	ADDITIONS	DELETIONS	CUMULATIVE	CURRENT CONTRACT AMOUNT	% OF CONT	CONTRACT TIME (DAYS)	CONTRACT COMPLE DATE	FINAL TIME (DAYS)
ORIGINAL CONTRACT													
1	Additional Busway Installation		04/22/14	04/29/14	05/02/14	\$38,676.00	\$0.00	\$38,676.00	\$9,114,676.00	0.43%	545	07/05/15	90
2	Fire Damper Installation		04/29/14	04/28/14	05/02/14	\$3,726.00	\$0.00	\$42,402.00	\$9,118,402.00	0.04%	0	07/05/15	0
3	Force Main Transition		07/22/14	07/25/14	08/01/14	\$14,417.00	\$0.00	\$56,819.00	\$9,132,819.00	0.16%	0	07/05/15	0
4	Electrical Circuit Relocation		08/12/14	08/19/14	09/03/14	\$5,714.00	\$0.00	\$62,533.00	\$9,138,533.00	0.06%	0	07/05/15	0
5	Various Revisions	FCO#2	09/16/14	09/23/14	09/29/14	\$11,956.00	\$0.00	\$74,489.00	\$9,150,489.00	0.13%	0	07/05/15	0
6	Door Hardware Substitution		12/22/14	12/22/14	12/26/14	\$4,205.40	\$0.00	\$78,694.40	\$9,154,694.40	0.05%	0	07/05/15	0
7	Settlement Change Order	FCO#1/FCO#3	04/07/15	04/07/15	04/30/15	\$175,229.00	\$0.00	\$253,923.40	\$9,329,923.40	1.93%	148	11/30/15	0
8	Various Revisions		05/12/15	05/12/15	05/29/15	\$14,158.10	\$0.00	\$268,081.50	\$9,344,081.50	0.16%	0	11/30/15	0
9	Various Revisions		08/11/15	08/19/15	09/03/15	\$3,882.93	\$0.00	\$271,964.43	\$9,347,964.43	0.04%	0	11/30/15	0
10	Revisions for Generators D, E and F		07/12/16	08/11/16	09/12/16	\$0.00	\$0.00	\$271,964.43	\$9,347,964.43	0.00%	0	11/30/15	0
11	Various Revisions	FCO#4/5/6/7	03/28/17	06/21/17	06/30/17	\$0.00	(\$66,104.71)	\$205,859.72	\$9,281,859.72	-0.73%	0	11/30/15	0
12	Mediated Settlement Agreement		04/06/21			\$100,000.00	\$0.00	\$305,859.72	\$9,381,859.72	1.10%	262	08/18/16	0
						\$371,964.43	(\$66,104.71)	\$305,859.72	\$9,381,859.72	3.37%	955	08/18/16	90

CURRENT CONTRACT

Required Substantial Completion	08/18/16												
ACTUAL Substantial Completion	08/18/16	0 Completed on Schedule	\$2,400 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion)									Time Ext. for S.C	75%
Required Final Completion	11/16/16												
ACTUAL Final Completion			\$1,200 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion)									Time Ext. for F.C.:	0%

**Greater Orlando Aviation Authority
Engineering & Construction Report**

GOAAA COAST: Carolee / ROCHELLE BRVIN
A/E: Matern Professional Engineering, Inc.
OAS: Barry Weinstad

Contractor
Design Consultant
OAR

Walbridge Aldinger Company-Crauston Harris Project Director
Matern Professional Engineering, Inc.-Jim Niskhet Project Manager
PMA Consultants, LLC-Barry Weinstad Project Manager

BP-00439-MCO

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'B'
(Page 2 of 2)

CHANGE ORDER SUMMARY

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

19-Apr-21

CONTRACT INFORMATION: Lump Sum (Base Bid + Allowance + AIs 1-7)

Liquidated Damages (\$2,400.00/Day for S.C. & \$1,200.00/Day for F.C.)

Allowance A (OUC Site Utility Equipment) per Addendum No. 4, \$10,000; Reduced to \$0.00 per CO#11.

Allowance for Meeter/Greeter Support, established per CO#11, \$20,000; Reduced to \$0.00 per CO#11.

OPEN ISSUES:

None.

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

CO #	Description	CCM Approval	Potential A/E Backcharges (Omissions)	Potential A/E Backcharges (Errors)
1	Additional Busway Installation	04/22/14	\$3868.00	\$0.00
2	Fire Damper Installation	04/29/14	\$373.00	\$0.00
4	Electrical Circuit Relocation	08/12/14	TBD	\$0.00
5	Various Revisions	09/16/14	TBD	\$0.00
6	Door Hardware Substitution	12/22/14	\$0.00	TBD
8	Various Revisions	05/12/15	TBD	TBD
9	Various Revisions	08/11/15	TBD	\$0.00
11	Various Revisions	03/28/17	TBD	\$10.00
	TOTAL		\$4,246.00	\$12.00

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE: TBD is denoted as \$1.00

Reason	CO Amount	A/E Backcharges	Flag
Design Error	(\$106,998.72)	-1.18%	0%
Design Omission	\$129,864.28	1.43%	3%
Owner Requested Change	\$88,680.17	0.98%	0%
Unforeseen/Concealed Condition	\$194,313.99	2.14%	0%
TOTAL	\$305,859.72	3.37%	3%

Greater Orlando Aviation Authority
Engineering & Construction Report

GOAA CORREL: Corbett / ROCHELLE BROWN
A/E: Maren Professional Engineering, Inc.
OAR: Barry Winstead

Contractor
Design Consultant
OAR

Walbridge Aldinger Company-Cranston Harris, Project Director
Maren Professional Engineering, Inc.-Jim Nisbet, Project Manager
PMA Consultants, LLC-Barry Winstead, Project Manager

BP-00439-MCO

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 1 of 12)

MEDIATED SETTLEMENT AGREEMENT AND RELEASE (BP-439)

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 collectively as "Sureties") (GOAA, Walbridge, Travelers, and Liberty Mutual are each a "Party" and may be collectively referred to as the "Parties").

RECITALS

WHEREAS, on March 27, 2019, Walbridge filed a Complaint styled Walbridge Aldinger, LLC d/b/a Walbridge Aldinger v. Greater Orlando Aviation Authority, Case No. 2019-CA-003831-O in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (hereinafter "Lawsuit"). This Lawsuit and subsequent amendments thereto, allege breaches of a construction contract between GOAA and Walbridge for a Project known as BP-439 Landside Emergency Power Generation Expansion Project ("BP-439" or "Project");

WHEREAS, GOAA has contemplated filing claims against Walbridge, Travelers, and Liberty Mutual in the Lawsuit;

WHEREAS, the Parties deny the allegations in the Lawsuit and liability for the circumstances alleged by each Party;

WHEREAS, the Parties desire to resolve 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; and

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, and the Parties, intending to be legally bound, agree and stipulate as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct, and are incorporated into this Agreement.
2. Settlement Payment. As consideration for all other covenants set forth herein, GOAA agrees to the following:
 - a. As consideration for all other covenants set forth herein, GOAA shall pay Walbridge \$766,519.28 to resolve all disputes between the Parties through the date of this Agreement, including any claims by GOAA against Walbridge, whether for Liquidated Damages or otherwise, pertaining to BP-439 (the "Settlement Funds"). The terms of this Settlement Agreement will be memorialized in a Settlement

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 2 of 12)

Change Order to administratively close-out the Project. The Parties shall cooperate to prepare the Settlement Change Order. The Settlement Change Order shall provide no additional compensation (that is, beyond what is provided in this Agreement), but may address administrative issues such as the time of completion. The Parties agree, and the Settlement Change Order shall provide, that in any conflict between the terms of this Agreement and the Settlement Change Order, this Agreement shall prevail and control (except that the Settlement Change Order 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 provided to Nelson Mullins 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 regarding BP-439 through the date of this Agreement, and agree to the Releases set forth herein.
- a. Walbridge, Travelers, and Liberty Mutual intend to resolve all of the claims against GOAA related to or arising out of BP-439 through the date of this Agreement, including those claims that were asserted or could have been asserted in the Lawsuit (including, without limitation, any recovery for attorneys' fees or costs).
 - b. GOAA intends to resolve all of the claims against Walbridge, Travelers, and Liberty Mutual related to or arising out of BP-439 through the date of this Agreement, including those claims that were asserted or could have been asserted in the Lawsuit (including, without limitation, any recovery for attorneys' fees or costs).
 - 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 BP-439. The Parties acknowledge they were not relying on any representation by any other Party when entering this Agreement.
4. Mutual General Releases.
- a. General Release by Walbridge, Travelers, and Liberty Mutual. Upon full execution of this Agreement and payment of the Settlement Funds, Walbridge, Travelers, Liberty Mutual, 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,

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 3 of 12)

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 (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, Travelers, and Liberty Mutual represent, as a material inducement for GOAA to enter into this Agreement, that they have 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 Releasees. Walbridge, Travelers, and Liberty Mutual represent and warrant (which is a material inducement to enter this Agreement) that, individually and collectively, they have not assigned any claim or cause of action against GOAA or 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.

- b. General Release by GOAA. Upon 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 Releasers 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, and Liberty Mutual for any cause whatsoever, from the beginning of the world through the date of this Agreement, including, but not limited to, all claims that were or could have been brought by the Parties in the Lawsuit. GOAA represents, as a material inducement for Walbridge, Travelers, and Liberty Mutual to enter into this Agreement, that it has no other claims against Walbridge, Travelers, Liberty Mutual, or Walbridge Releasers and is not aware of any other matter that could give rise to any other claim against Walbridge, Travelers, Liberty Mutual, or Walbridge Releasers (as to the Sureties, the representation is limited solely to BP-439). GOAA does not release any claims for latent defects that arise after the date hereof.

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 4 of 12)

Notwithstanding anything contained herein to the contrary, 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. Survival. The parties agree and acknowledge that this Agreement 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.
6. 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.
7. Settlement Funds. Walbridge's counsel shall hold the Settlement Funds in trust until the dismissal with prejudice described in Paragraph 6 of this Agreement is filed with the Court.
8. Covenants Not to Sue.
 - a. Walbridge, Travelers, Liberty Mutual, 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 Releasees, individually and collectively, expressly covenant never to institute or participate in any administrative proceeding, suit or action, at law or in equity, against Walbridge, Travelers, Liberty Mutual, or the Walbridge Releasors, 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.
9. Waivers and Amendments. No provision of this Agreement shall be waived, amended, or supplemented except by a written instrument executed by all Parties.

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 5 of 12)

10. 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.
11. 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.
12. 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.
13. 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.
14. Authority. Walbridge, Travelers, and Liberty Mutual warrant and represent that each has the absolute authority and right to execute this Agreement and to carry out the obligations set forth herein. 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.
15. 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.
16. 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.
17. 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

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 6 of 12)

provisions, the effect of which shall come as close as possible to that of the invalid, illegal, or unenforceable provisions.

18. 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.
19. 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.
20. 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 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.
21. 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.
22. 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.
23. Public Records Requests. Walbridge and its representatives agree 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.
24. 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.
25. Bid Eligibility. The parties have amicably resolved all of their differences between them. The parties acknowledge that Walbridge has completed the BP-439 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,

**GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 7 of 12)**


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.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 8 of 12)

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-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 9 of 12)

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 5:24 PM
DocuSign
Its: _____
Dated: _____

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

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 10 of 12)

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-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 11 of 12)

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

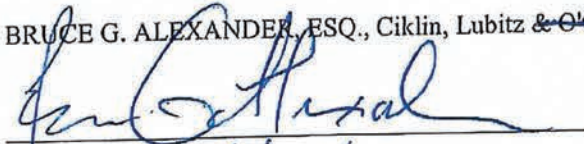
Dated: 4/21/2021

GREATER ORLANDO AVIATION AUTHORITY
BP-00439-MCO CHANGE ORDER NO. 12
ATTACHMENT 'C'
(Page 12 of 12)

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., Ciklin, Lubitz & ~~O'Connell~~ St, Mediator


Dated: 4/22/21