

# GREATER ORLANDO AVIATION AUTHORITY CHANGE ORDER

CHANGE ORDER NO. **BP-S00132-MCO - 14** CONTRACT NO. **BP-S00132-MCO**  
 CONTRACTOR: Vanderlande Industries, Inc.  
 CONTRACT DESCRIPTION: S TERM C, PH 1 - BAGGAGE HANDLING SYSTEM (DBOM)  
 CONTRACT DATE: 05/16/18 NTP : 06/14/18  
 ISSUE DATE: 02/16/22 (Ref. C.C. 02/08/22)

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

this 23 day of Feb, 2022

By: Kelly  
 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: **EXTENDED GENERAL CONDITIONS-COSTS**

See Attachment 'A' for description of change.

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

	SC	FC
ORIGINAL:	902	120
THIS CO:	0	0
TO DATE:	365	0
TOTAL :	1267	120
ORIGINAL SC DATE:	12/01/20	
REVISED SC DATE:	12/01/21	

SOURCE OF FUNDS General Airport Revenue Bonds and Passenger Facility Charges

AMOUNT OF THIS CHANGE ORDER	ADD	X	DELETE		\$	
ORIGINAL TOTAL CONTRACT PRICE					\$	94,900,000.00
APPROVED ADDITIONS TO CONTRACT TO DATE					\$	52,449,970.69
APPROVED DELETIONS TO CONTRACT TO DATE					\$	(8,489,890.66)
REVISED TOTAL CONTRACT PRICE					\$	139,169,540.03
PERCENTAGE OF THIS CHANGE OF ORIGINAL CONTRACT PRICE						0.3%

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OF WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

CONTRACTOR ALSO ACKNOWLEDGES THAT THERE HAS BEEN NO CHANGE IN ITS OPERATIONS WHICH WOULD REQUIRE A MODIFICATION OF ITS SWORN STATEMENT ON PUBLIC ENTITY CRIMES SUBMITTED WITH ITS BID.

CONTRACTOR'S ACCEPTANCE: \_\_\_\_\_ DATE: 02/21/2022  
 ATTEST: ION APEZTEGUIA BY: ION APEZTEGUIA  
 TITLE: PROJECT DIRECTOR

ACCEPTED AND APPROVED TO PROCEED:

John Scala 2/21/2022

OAR/PROJECT MANAGER DATE  
 Geotech Consultants International, Inc. dba GCI, Inc. - John Scala

ARCHITECT/ENGINEER DATE  
 NONE

SR DIRECTOR OF ENGINEERING & CONSTRUCTION DATE  
 Davin D. Ruohomaki

FOR OWNER/CONSTRUCTION COMMITTEE CHAIR DATE  
 Davin D. Ruohomaki, Senior Director of Engineering and Construction

GREATER ORLANDO AVIATION AUTHORITY

BY: [Signature] 02-23-2022  
 DATE

ATTEST: \_\_\_\_\_

**GREATER ORLANDO AVIATION AUTHORITY**  
**BP-S00132-MCO CHANGE ORDER NO. 14**  
**ATTACHMENT 'A'**  
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DESCRIPTION OF CHANGE:

1. Provide for additional subcontractor extended general conditions as a result of Extension of Contract Time from 12/01/2020 to 12/01/2021 approved in change order #09. Through the effective date of this Change Order, this Negotiated Settlement Change Order resolves all requests for costs and all requests for time extensions including, but not limited to, all Time Impact Analyses (TIAs) and schedule impacts, and establishes a revised baseline schedule to be utilized in the evaluation of future requests for time extensions, if any.

By executing this Change Order, Vanderlande does hereby fully and completely discharge and release the Greater Orlando Aviation Authority (GOAA), its board members, employees, and representatives including, but not limited to, all design and project management professionals retained by GOAA and their current and former officers, directors, principals, employees, agents, representatives, suppliers, contractors, subcontractors, attorney-in-fact, attorney-at-law, insurers, sureties, predecessors, successors, and assigns, individually and collectively, from, and waives any and all debts and accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, known or unknown, which Vanderlande ever had, or now has, or may ever have, for any claim for time, money, or other relief on account of labor performed, material furnished, or services rendered, directly or indirectly, for the Design/Build/Operate/Maintain (DBOM) Contract, through the effective date of this change order.

Vanderlande further covenants that all subcontractors, suppliers, materialmen, and all other persons supplying material, supplies, services, or labor used directly or indirectly in the prosecution of the work provided in the Contract shall be paid in full, and that Vanderlande shall defend, indemnify, and hold harmless GOAA from any and all debts and accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity which any subcontractor, supplier, materialmen, or any other persons supplying material, supplies, services, or labor used directly or indirectly in the prosecution of the work provided in the Contract had, now has, or might ever have.

Vanderlande represents and warrants, which is a material inducement for GOAA to enter into this Change Order, that neither Vanderlande nor its subcontractors, suppliers, materialmen, or any other persons supplying material, supplies, services, or labor directly or indirectly in the prosecution of the work provided in the Contract have or are aware of any claims or potential claims on the Project. This Change Order shall not be construed to waive any of the claim submission or substantiation requirements of the Contract Documents for items included in the Allowance.

ADD: \$1,309,460.00

Additional time for each subcontractor:

176 days for Garcia  
137 days for CCC  
185 days for JCK  
123 days for Berg

2. Reduce the Extended General Conditions Allowance by (\$1,000,000.00), from \$1,000,000.00 to \$0.00 to cover a portion of the cost associated with Item No. 1. DEDUCT: (\$1,000,000.00)