## GREATER ORLANDO AVIATION AUTHORITY CHANGE ORDER

**CHANGE ORDER** CHANGE ORDER NO. CONTRACT NO. BP-S00132-MCO BP-S00132-MCO - 15 Approved as to Form and Legality CONTRACTOR: Vanderlande Industries, Inc. (for the benefit of GOAA only) S TERM C, PH 1 - BAGGAGE HANDLING SYSTEM (DBOM) CONTRACT DESCRIPTION: Mal day of NTP: 06/14/18 CONTRACT DATE: 05/16/18 ISSUE DATE: 05/11/22 (Ref. C.C. 05/03/22) 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 & TIME** ADJUSTED CALENDER DAYS - CONTRACT TIME (SC=Substantial Completion / FC=Final Completion) See Attachment 'A' for description of change. SC FC **ORIGINAL:** 902 120 THIS CO: 114 0 TO DATE: 365 0 TOTAL: 1381 120 **ORIGINAL SC DATE:** 12/01/20 REVISED SC DATE: 03/25/22 General Airport Revenue Bonds and Passenger Facility Charges SOURCE OF FUNDS AMOUNT OF THIS CHANGE ORDER ADD DELETE \$ 1,194,837.60 X ORIGINAL TOTAL CONTRACT PRICE \$ 94,900,000.00 APPROVED ADDITIONS TO CONTRACT TO DATE \$ 52,759,430.69 APPROVED DELETIONS TO CONTRACT TO DATE (8,489,890.66)REVISED TOTAL CONTRACT PRICE 140,364,377.63 PERCENTAGE OF THIS CHANGE OF ORIGINAL CONTRACT PRICE 1.3% 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 12022 DATE: LON APEZTEGUIA ATTEST: BY: DIRECTOR ACCEPTED AND APPROVED TO PROCEED: ARCHITECT/ENGINEER DATE OAR/PROJECT MANAGER Geotech Consultants International, Inc., dba GCI, Inc. - John Scala DIRECTOR OF ENGINEERING DATE FOR OWNER/CONSTRUCTION COMMITTEE CHAIR Mark Birkebak Davin. D. Ruohomaki, Senior Director of Engineering and Construction

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ATTEST: Cherit Starter 5/31/22

## GREATER ORLANDO AVIATION AUTHORITY BP-S00132-MCO CHANGE ORDER NO. 15 ATTACHMENT 'A' (Page 1 of 1)

## DESCRIPTION OF CHANGE:

Item No. 1: Provide for additional Vanderlande Industries extended general conditions from 12/01/2021 to 03/25/2022. 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.

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, judgements, 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: \$1,194,837.60