

EXHIBIT A to SETTLEMENT AGREEMENT AND MUTUAL RELEASE

March 23, 2020

Christopher A. Mattingly, PE
Capital Projects Engineer
City of Norman ("City")
P.O. Box 370
Norman, OK 73070

Thomas O. Crowley, PE
Project Manager
Carollo Engineers, Inc. ("Carollo")

Re: Norman WTP Phase II Expansion
11/25/2019 Letters Regarding Delay of Turnover Status of Existing Chlorine Gas/Ammonia System
Turnovers ("Chlorine and Ammonia Matters")

On Monday, 3/9/2020, representatives of Enerfab and Carollo met to discuss potential resolution of the Claim submitted by Enerfab pursuant to Article 12 of the General Conditions with respect to the Chlorine and Ammonia Matters. During that meeting, Enerfab and Carollo agreed to continue to work toward a mutually agreed resolution of the Claim. To that end, Carollo, the City, and Enerfab agree to continue to attempt to amicably resolve the Claim by May 4, 2020, before which date sufficient, complete and accurate information supporting the Claim must be fully provided. If a mutually agreed resolution cannot be reached before May 4, 2020, the matter thereafter will be treated as a "Claim" pursuant to Article 12 of the General Conditions, Section 12.01, B, timely "submitted" as of May 4, 2020. However, in the event that the Claim is not successfully resolved, the parties shall proceed in accordance with the various controlling contract documents, including, as applicable, submission of such dispute to a court of competent jurisdiction.

Notwithstanding the foregoing, in reaching this agreement herein, all parties (City, Carollo, and Enerfab) hereby preserve all defenses and claims, rights and remedies, substantive and procedural, with respect to the Chlorine and Ammonia Matters and do not intend to modify the contract documents.

Sincerely,

Wayne Smith

Digitally signed by Wayne Smith
DN: c=US, e=wayne.smith@enerfab.com, CN=Wayne Smith
Date: 2020.05.01 08:54:11-0500

Wayne Smith, Project Manager

Concurred and Accepted.

Thomas O. Crowley, P.E.

Thomas O. Crowley, PE
Project Manager,
Carollo Engineers, Inc.

Chris Mattingly

Chris Mattingly, P.E.
Capital Projects Engineer
City of Norman, OK

May 1, 2020

Christopher A. Mattingly, PE
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

Thomas O. Crowley, PE
Project Manager
Carollo Engineers, Inc.,

Re: Norman WTP Phase II Expansion
11/25/2019 Letter Regarding Delay of Turnover Status of Existing Chlorine Gas System Turnover
Amendment to 3/23/20 Letter – COVID-19 Impact

On March 23, 2020, all parties agreed to seek a resolution to the Claim submitted by Enerfab pursuant to Article 12 of the General Conditions with respect to the 11/25/2019 letter. All parties have been working towards this resolution but progress has been delayed due to circumstances related to the COVID-19 pandemic. As these are outside the control of all parties, we hereby agree to extend the deadline for resolution from May 4, 2020 to June 5, 2020. If the claim is not resolved as of this date then the provisions of the 03/23/20 agreement, as amended by this letter, will apply in full.

All parties (City, Carollo, and Enerfab) shall preserve all defenses and claims, rights and remedies, with respect to the Chlorine and Ammonia Matters along with all applicable terms and conditions of the March 23 agreement, as amended by this letter.

Sincerely,

Wayne Smith

Digitally signed by Wayne Smith
DN: c=US, e=wayne.smith@enerfab.com, CN=Wayne Smith
Date: 2020.05.01 08:54:11-0500

Wayne Smith, Project Manager

Concurred and Accepted.



Thomas O. Crowley, PE
Project Manager,
Carollo Engineers, Inc.



Chris Mattingly, P.E.
Capital Projects Engineer
City of Norman, OK

June 5, 2020

Christopher A. Mattingly, PE
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

Thomas O. Crowley, PE
Project Manager
Carollo Engineers, Inc.,

Re: Norman WTP Phase II Expansion
11/25/2019 Letter Regarding Delay of Turnover Status of Existing Chlorine Gas System Turnover
Amendment to 3/23/20 and 5/5/20 agreement – Procedural Extension

On March 23, 2020, all parties agreed to seek a resolution to the Claim submitted by Enerfab pursuant to Article 12 of the General Conditions with respect to the 11/25/2019 letter. On May 1, 2020 all parties agreed to extend the deadline for resolution to June 5, 2020. Since that time, per the agreement, all parties have been working towards this resolution. However, procedural circumstances require an extension of the resolution of the claim in conjunction with final completion of the project. Therefore, we hereby agree to extend the deadline for resolution from June 5, 2020 to August 5, 2020. If the claim is not resolved as of this date then the provisions of the 03/23/20 agreement will apply in full.

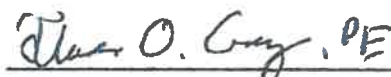
All parties (City, Carollo, and Enerfab) shall preserve all defenses and claims, rights and remedies, with respect to the Chlorine and Ammonia Matters along with all applicable terms and conditions of the March 23 agreement.

Sincerely,




Wayne Smith, Project Manager

Concurred and Accepted.



Thomas O. Crowley, PE
Project Manager,
Carollo Engineers, Inc.



Chris Mattingly, P.E.
Capital Projects Engineer
City of Norman, OK

August 3, 2020

Christopher A. Mattingly, PE
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

Thomas O. Crowley, PE
Project Manager
Carollo Engineers, Inc.,

Re: Norman WTP Phase II Expansion
11/25/2019 Letter Regarding Delay of Turnover Status of Existing Chlorine Gas System Turnover
Amendment to 3/23/20, 5/5/20, and 6/4/20 agreement – Procedural Extension

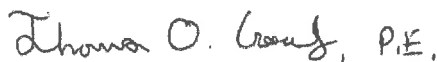
On March 23, 2020, all parties agreed to seek a resolution to the Claim submitted by Enerfab pursuant to Article 12 of the General Conditions with respect to the 11/25/2019 letter. On June 4, 2020 all parties agreed to extend the deadline for resolution to August 5, 2020. Since that time, per the agreement, all parties have been working towards this resolution. However, procedural circumstances require an extension of the resolution of the claim in conjunction with final completion of the project. Therefore, we hereby agree to extend the deadline for resolution from August 5, 2020 to October 27, 2020 or final completion and readiness for final payment of the Norman WTP Phase II Expansion per the Contract Documents with the exception only of the above-referenced Claim, whichever occurs first. If the claim is not resolved as of this date then the provisions of the 03/23/20 agreement will apply in full.

All parties (City, Carollo, and Enerfab) shall preserve all defenses and claims, rights and remedies, with respect to the Chlorine and Ammonia Matters along with all applicable terms and conditions of the March 23 agreement.


Sincerely,

 8-5-2020
Wayne Smith, Project Manager

Concurred and Accepted.



Thomas O. Crowley, PE
Project Manager,
Carollo Engineers, Inc.


Chris Mattingly, P.E.
Capital Projects Engineer
City of Norman, OK

November 20, 2020

Christopher A. Mattingly, PE
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

Thomas O. Crowley, PE
Project Manager
Carollo Engineers, Inc.,

Re: Norman WTP Phase II Expansion
11/25/2019 Letter Regarding Delay of Turnover Status of Existing Chlorine Gas System Turnover
Amendment to 3/23/20, 5/5/20, 6/4/20, and 8/3/20 agreement – Procedural Extension

On March 23, 2020, all parties agreed to seek a resolution to the Claim submitted by Enerfab pursuant to Article 12 of the General Conditions with respect to the 11/25/2019 letter. On August 3, 2020 all parties agreed to extend the deadline for resolution to October 27, 2020 or Final Completion. Since that time, per the agreement, all parties have been working towards this resolution. However, procedural circumstances require an extension of the resolution of the claim in conjunction with final completion of the project. Therefore, we hereby agree to extend the deadline for resolution from October 27 to final completion and readiness for final payment of the Norman WTP Phase II Expansion per the Contract Documents with the exception only of the above-referenced Claim, expected to occur on January 12, 2021. If the claim is not resolved as of this date then the provisions of the 03/23/20 agreement will apply in full.

All parties (City, Carollo, and Enerfab) shall preserve all defenses and claims, rights and remedies, with respect to the Chlorine and Ammonia Matters along with all applicable terms and conditions of the March 23 agreement.

Sincerely,

WAYNE SMITH Digitally signed by WAYNE SMITH
DN: C=US, E=wayne.smith@enerfab.com,
CN=WAYNE SMITH
Date: 2020.11.23 08:39:03-06'00'

Wayne Smith, Project Manager

Concurred and Accepted.

Thomas O. Crowley, P.E.

Thomas O. Crowley, PE
Project Manager,
Carollo Engineers, Inc.

Chris Mattingly

Chris Mattingly, P.E.
~~Capital Projects Engineer~~ *Utilities Director*
City of Norman, OK
Norman Utilities Authority

January 11, 2021

Christopher A. Mattingly, PE
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

Thomas O. Crowley, PE
Project Manager
Carollo Engineers, Inc.,

Re: Norman WTP Phase II Expansion
11/25/2019 Letter Regarding Delay of Turnover Status of Existing Chlorine Gas System Turnover
Amendment to 3/23/20, 5/5/20, 6/4/20, 8/3/20, and 11/20/20, agreement – Procedural
Extension

On March 23, 2020, all parties agreed to seek a resolution to the Claim submitted by Enerfab pursuant to Article 12 of the General Conditions with respect to the 11/25/2019 letter. On November 20, 2020 all parties agreed to extend the deadline for resolution to final completion and readiness for final payment of the Norman WTP Phase II Expansion per the Contract Documents expected to occur at the January 12, 2021 City Council Meeting. Since that time, per the agreement, all parties have been working towards this resolution. However, procedural circumstances require an extension of the resolution of the claim in conjunction with final completion of the project. Therefore, we hereby agree to extend the deadline for resolution from January 12, 2021 council meeting to final completion and readiness for final payment of the Norman WTP Phase II Expansion per the Contract Documents expected to occur at the January 26, 2021 Council Meeting. If the claim is not resolved as of this date then the provisions of the 03/23/20 agreement will apply in full.

All parties (City, Carollo, and Enerfab) shall preserve all defenses and claims, rights and remedies, with respect to the Chlorine and Ammonia Matters along with all applicable terms and conditions of the March 23 agreement.

Sincerely,

WAYNE SMITH

Digitally signed by WAYNE SMITH
DN: C=US, E=wayne.smith@enerfab.com,
CN=WAYNE SMITH
Date: 2021.01.11 09:31:07-06'00'

Wayne Smith, Project Manager

Concurred and Accepted.

Thomas O. Crowley, P.E.

Thomas O. Crowley, PE
Project Manager,
Carollo Engineers, Inc.

Chris Mattingly

Chris Mattingly, P.E.
Capital Projects Engineer
City of Norman, OK