

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND MUTUAL RELEASE**

This Confidential Settlement Agreement and Mutual Release (“Agreement”) is entered into and made effective October 14, 2025 (“Effective Date”) by and between Kiewit Infrastructure Co. (“Kiewit” or the “CMR”), a Delaware corporation with a place of business at 470 Chestnut Ridge Road, Woodcliff Lake, NJ 07677, and The Connecticut Port Authority (“CPA”), a quasi-public agency of the State of Connecticut, acting herein by its Executive Director, duly authorized, and operating under the provisions of Section 15-31b of the Connecticut General Statutes, as revised and/or amended. Kiewit and CPA are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

A. WHEREAS, the Parties entered into a Construction Management at Risk Contract dated April 16, 2021, as amended from time to time (the “CMR Contract”) for a construction project entitled “Infrastructure Improvements to Connecticut State Pier – New London, CT, Project No. 0020-0040” (the “Project”), whereby Kiewit agreed to provide Construction Manager at Risk services to construct a heavy lift port facility to accommodate and support Wind Turbine Generation staging and other port activities, such as the handling, storage and loading of bulk, breakbulk and other cargoes (the “Work”) for a Target Price with a Final Guaranteed Maximum Price (the “GMP”) of \$204,000,000.00 as amended from time to time by GMP Amendment Nos. 1 through 12, inclusive, to \$274,726,145.76 (the “Adjusted GMP”);

B. WHEREAS, as of the Effective Date, CPA has issued payment to Kiewit in the amount of \$267,382,849.90, leaving a CMR Contract balance of \$7,343,295.86, inclusive of retainage withheld by CPA pursuant to the CMR Contract (the “CMR Contract Balance”);

C. WHEREAS, in addition to change orders and allowances included in the

Adjusted GMP, Kiewit submitted change order requests, requests for payment for work performed on a time and materials basis or otherwise, and/or requests for equitable adjustments of the GMP and CMR Contract Time (collectively, the “CMR PCOs”); the CMR PCOs totaling \$24,130,297.95, and seeking to increase the Adjusted GMP by that amount and extend the CMR Contract Time for alleged additional costs and time arising from and related to the Work and the Project, including, but not limited to, SP Toe Wall obstructions during pile and sheet installation, alleged extra work for SP Toe Wall alignment, South Combi-Wall obstructions during pile and sheet installation, South Wall area soil remediation, bollard changes, additional stand-by time associated with dredging by Cashman (not previously approved or paid by CPA), SP Toe Wall surveys by Kiewit and change requests set forth and summarized as: Toe Wall Pile Elevation Due to Deep Obstruction; South Wall Obstruction: King to King Section and CVRR Closure; Toe Wall Alignment and Fender Extensions; South Wall Remediation; CMR & TCP Equitable Adjustment; Cashman 2024 Dredging Standby; Toe Wall Dredging; Additional Survey; and, SPRP Bollard PCO, #1 Demo & #4/#5 Sampling (collectively, the “CMR Claims”); however, CPA does not admit the veracity of the allegations expressed by Kiewit in the CMR Claims, and further, expressly denies them;

D. WHEREAS, Kiewit’s subcontractor, Blakeslee Arpaia Chapman, Inc. (“Blakeslee”) filed a certain civil action styled *Blakeslee Arpaia Chapman, Inc. v. Kiewit Infrastructure Co. et al.*, Docket No. HHD-CV226167004S, in the Connecticut Superior Court, pending in the Complex Litigation Docket at Hartford, against Kiewit, Kiewit’s surety, Travelers Casualty and Surety Company of America (“Travelers”) and CPA (collectively, the “Blakeslee Defendants”) asserting claims for: breach of payment bond, breach of contract and breach of the implied covenant of good faith and fair dealing against Kiewit; breach of

payment bond and unfair trade practices against Travelers; and, unjust enrichment against CPA (the “Blakeslee Action”);

E. WHEREAS, CPA moved to dismiss the claim asserted against it in the Blakeslee Action on grounds, *inter alia*, that CPA alleges that it is immune from liability to Blakeslee under the doctrine of sovereign immunity and that Blakeslee has a remedy under Kiewit’s payment bond. The Blakeslee Action is currently stayed as a result of CPA’s interlocutory appeal of the trial court’s denial of its motion to dismiss, currently pending before the Connecticut Appellate Court. The Blakeslee Defendants have not answered the operative Complaint as of the Effective Date;

F. WHEREAS, CPA has asserted various backcharges, offsets and claims (warranty and otherwise) against Kiewit, including, but not limited to: additional costs, delays, and disruptions regarding the SP Toe Wall alignment, the heavy-lift platform, the South Wall Combi-Wall, alleged impacts to shipping operations, and alleged time-related and/or liquidated damages regarding completion of certain Project milestones, including Substantial Completion (including but not limited to Part A-7) and Final Completion (collectively, the “CPA Claims”); however, Kiewit does not admit the veracity of the allegations expressed by CPA in the CPA Claims, and further, expressly denies them;

G. WHEREAS, as of the Effective Date, CPA has not issued Certificates of Substantial Completion and Final Acceptance to Kiewit;

H. WHEREAS, pursuant to and in accordance with the terms of the CMR Contract, Kiewit furnished to the CPA performance and payment surety bonds from Travelers Casualty and Surety Company of America (“Travelers”) pursuant to the requirements of Section 49-41, et seq. of the Connecticut General Statutes covering faithful performance of the CMR Contract (the “Performance Bond”) and payment obligations arising thereunder (the

“Payment Bond”), naming Kiewit as principal, CPA as obligee and Travelers as surety (together, the Performance Bond and Payment Bond shall be referred to as the “Bonds”);

I. WHEREAS, the CPA will upon the Effective Date release the Performance Bond; and

J. WHEREAS, the Parties wish to resolve any and all disputes that have been brought, or could have been brought with respect to the Project, CMR Contract, CMR Contract Balance, CMR PCOs, CMR Claims and CPA Claims pursuant to the express terms set forth further in this Agreement, with the exception of potential claims, crossclaims, offsets, third-party claims or disputes that the Parties have brought or may bring against each other or Blakeslee arising from or related to the removal and disposal of the mooring dolphins and the claims that Blakeslee has asserted in the Blakeslee Action which are not released under this Agreement (the “Reserved Claims”).

TERMS AND CONDITIONS

For good and valuable consideration, the receipt of which are acknowledged, and fully incorporating the recitals as if fully set forth herein, the Parties agree as follows:

1.0 PAYMENT AND PROJECT CLOSEOUT

1.1 CMR Contract Payment

CPA agrees that within five (5) business days of the Effective Date it shall pay the amount of **\$7,343,295.86 (Seven Million Three Hundred Forty-Three Thousand Two Hundred Ninety-Five and 86/100 Dollars)** (the “CMR Contract Payment”) to Kiewit, and Kiewit agrees to accept the CMR Contract Payment as full and final payment of the CMR Contract Balance and Adjusted GMP.

1.2 CMR Claims Payment

CPA further agrees that within five (5) business days of the Effective Date it shall

pay the amount of **Four Million and 00/100 Dollars (\$4,000,000.00)** for the CMR Claims (the “CMR Claims Payment”) for a revised GMP amount of **Two Hundred Seventy-Eight Million Seven Hundred Twenty-Six Thousand One Hundred Forty-Five and 76/100 Dollars (\$278,726,145.76)** (the “Final GMP”) and to increase the CMR Contract Time as set forth herein. For sake of clarity, CPA agrees to pay Kiewit the total amount of **Eleven Million Three Hundred Forty-Three Thousand Two Hundred Ninety-Five and 86/100 Dollars (\$11,343,295.86)** (the “Settlement Amount”) consisting of the CMR Contract Payment and the CMR Claims Payment within five (5) business days of the Effective Date. Kiewit agrees to accept the Settlement Amount as full and final payment for its Work and the Work of its subcontractors, suppliers and vendors on the Project (except for the Work of Blakeslee and the Reserved Claims which are excluded from this Agreement). The Settlement Amount shall be issued by check payable to Kiewit Infrastructure Co. and delivered to Peter Maglicic of Kiewit at 470 Chestnut Ridge Road, Woodcliff Lake, NJ 07677.

1.3 Project Closeout

Simultaneous with the execution of this Agreement, CPA agrees that it shall deliver to Kiewit a Certificate of Substantial Completion that the Project has achieved Substantial Completion as of June 21, 2024, including, but not limited to, Substantial Completion Part A-7 and any and all milestones on the Project (“Substantial Completion”) and a Certificate of Final Acceptance that CPA has accepted the Project as of the Effective Date (the “Final Acceptance Date”), and the Parties agree and stipulate this Agreement constitutes a stipulation of an approved extension of time with respect to both the Substantial Completion and Final Completion milestones, without waiving CPA’s rights and defenses as set forth in Section 2.7, and that no liquidated damages, consequential damages or time-related damage

of any nature will be applied against Kiewit. Further, Kiewit represents and warrants and the CPA confirms that Kiewit has delivered all close-out documentation for the Project in accordance with the CMR Contract, including, but not limited to, final as-built drawings, warranties, operations and maintenance manuals, and any other documents required under the CMR Contract (the “Close-Out Documents”). Moreover, the Parties agree that the Work is complete as of the Effective Date and that neither Kiewit nor its subcontractors shall be required to perform any further Work.

2. RELEASES

2.1 Release in favor of CPA (“Kiewit Release”)

Subject to its receipt of the Settlement Amount in good funds, Kiewit on behalf of itself and its current and former officers, commissioners, directors, members, managers, employees, accountants, attorneys, agents, servants, shareholders, affiliates, divisions, parent companies, subsidiaries, affiliated entities, consultants, predecessors, successors, assigns, insurers, sureties and representatives (collectively, the “Kiewit Releasers”) releases and forever discharges CPA, the State of Connecticut and its departments, agencies and political bodies (the “State”), Gateway New London, LLC (“Gateway”), Northeast Offshore LLC (“NEO”), and their respective current and former officers, directors, commissioners, insurers, sureties, members, managers, shareholders, employees, predecessors, successors, parent companies, subsidiaries, affiliated entities, consultants, agents, accountants, attorneys, servants and representatives (collectively, the “CPA Releasees”) from any and all actions, causes of action, suits, debts, accounts, covenants, controversies, damages, judgments, executions, causes, dues, sums of money, charges, complaints, liabilities, obligations, recoupment, reimbursement, disgorgement, promises, rights, costs, losses, reckonings, controversies, costs and expenses (including attorneys’ fees), contracts,

agreements, claims and demands of every kind and nature whatsoever, in law or in equity, under statute, ordinance, rule or regulation (including without limitation claims for breach of contract, breach of warranty or defect claims of any nature (latent or patent), breach of fiduciary duty, negligence, breach of statutory duties, surety bond claims, compensatory damages, liquidated damages, interest, penalties, punitive damages, actual damages, delay damages of any nature, consequential damages, specific performance, cause of action, injunctive or declaratory relief, costs, attorneys' fees, and/or expert fees), whether known or unknown, discovered or undiscovered, liquidated or unliquidated, fixed, contingent, direct or indirect (collectively, the "Claims"), which the Kiewit Releasors have asserted or could assert, whether individually, collectively, or in a representative capacity, against any of the CPA Releasees from the beginning of time based upon, arising out of or related to the Project, the Bonds, the CMR Contract, the CMR Contract Balance, the CMR PCOs, the CMR Claims, and/or the CPA Claims; provided, however, that excepted and reserved from this Kiewit Release are any Claims for breach or enforcement of this Agreement and/or the Reserved Claims; provided also, for sake of clarity, any Claim that Cashman Dredging & Marine Contracting, Co., Inc. ("Cashman"), Loureiro Contractors, Inc. ("Loureiro") and/or any other subcontractor, supplier or vendor of Kiewit (with the exception of Blakeslee) have asserted or could assert against Kiewit, Travelers and/or the CPA Releasees are expressly included in and part of the release set forth in this Section 2.1 (collectively, the "Kiewit Released Claims").

2.2 Release of Claims in favor of Kiewit ("CPA Release")

Upon execution of this Agreement, CPA on behalf of itself and its current and former officers, commissioners, directors, members, managers, employees, accountants, attorneys, agents, servants, shareholders, affiliates, divisions, parent companies, subsidiaries, affiliated

entities, consultants, predecessors, successors, assigns, insurers, sureties and representatives (collectively, the “CPA Releasers”) releases and forever discharges Kiewit, and its current and former officers, directors, insurers, sureties (including Travelers Casualty and Surety Company of America), shareholders, employees, predecessors, successors, parent companies, subcontractors, suppliers, subsidiaries, affiliated entities, consultants, agents, accountants, attorneys, servants and representatives (“Kiewit Releasees”) from all Claims (as defined in Section 2.1); including but not limited to all actions, causes of action, suits, debts, accounts, covenants, controversies, damages, judgments, executions, causes, dues, sums of money, charges, complaints, liabilities, obligations, reimbursement, recoupment, disgorgement, promises, rights, costs, losses, reckonings, controversies, costs and expenses (including attorneys’ fees), contracts, agreements, claims and demands of every kind whatsoever, in law or in equity, under statute, ordinance, rule or regulation (including without limitation claims for breach of contract, breach of warranty or defect claims of any nature (latent or patent)), breach of fiduciary duty, negligence, breach of statutory duties, surety bond claims, compensatory damages, liquidated damages, actual damages, delay damages of any nature, consequential damages, interest, penalties, punitive damages, specific performance, cause of action, injunctive or declaratory relief, costs, attorneys’ fees, and/or expert fees), whether known or unknown (the “CPA Released Claims”), which the CPA Releasers have asserted or could assert against the Kiewit Releasees, based upon, arising out of or related to the Project, the Bonds, the CMR Contract, the CMR Contract Balance, the CMR PCOs, the CMR Claims, and the CPA Claims; provided, however, that excepted and reserved from this CPA Release are any Claims for breach or enforcement of this Agreement and/or the Reserved Claims.

2.3 Indemnity in favor of CPA

Kiewit represents and warrants that it has no knowledge of any third-party Claims that

have been asserted or could be asserted against the CPA Releasees arising from and related to the Project which are not included in the Kiewit Released Claims (with the exception of the Reserved Claims). Moreover, to the fullest extent permitted under the law, to the extent any (with the exception of the Reserved Claims) of Kiewit's subcontractors, suppliers, vendors, designers, consultants, sureties, insurers and all of their respective predecessors, successors, shareholders, employees, assigns, officers, directors, representatives and agents (collectively, the "Kiewit Indemnitors") assert any Claims based upon, arising out of or related to the Work (collectively, the "Kiewit Third-Party Claim") against CPA Releasees, Kiewit Releasors agree that each shall defend, indemnify and hold CPA Releasees harmless from any and all Kiewit Third-Party Claim, including, but not limited to, all costs, legal fees of counsel of CPA's sole discretion, any expert and consultant fees incurred by or on behalf of CPA, and any other costs and fees incurred defending such Kiewit Third-Party Claim. CPA shall provide notice to Kiewit of any Kiewit Third-Party Claim that the CPA alleges to be covered by this indemnity provision within twenty-one (21) days of such Kiewit Third-Party Claim being asserted, in the fashion set forth in Section 3.16, but the failure to provide notice shall not relieve the Kiewit Indemnitors of any liability that they may have to the CPA Releasees except to the extent that the Kiewit Indemnitors shall have been materially prejudiced in its ability to defend the Kiewit Third-Party Claim for which such indemnification is sought.

2.4 Indemnity in favor of Kiewit

To the fullest extent permitted under the law, and to the extent that any third-party (with the exception of the Reserved Claims), the State of Connecticut (inclusive of all its agencies and *bodies politic* ("State")), Gateway New London LLC ("Gateway"), or Northeast Offshore LLC ("NEO") and all their respective representatives, shareholders,

predecessors, successors, assigns, officers, directors, employees, agents, consultants, sureties, and insurers (collectively, the “CPA Indemnitors”), asserts any Claim (as defined in Section 2.1) arising out of or related to the Work (collectively, the “CPA Third-Party Claim”) against the Kiewit Releasees, CPA agrees that, to the fullest extent permitted pursuant to law, it shall defend, indemnify and hold Kiewit Releasees harmless from any CPA Third-Party Claim, including, but not limited to, all costs, legal fees of counsel of Kiewit’s sole discretion, any expert and consultant fees incurred by or on behalf of Kiewit, and any other costs and fees incurred defending such CPA Third-Party Claim. To the extent that the State Contracting Standards Board has determined that CPA has failed to comply, in any material respect with the provisions of Chapter 62 of the Connecticut General Statutes with respect to this Agreement and such failure does not arise from the fault or negligence of Kiewit, CPA shall, to the extent permitted by applicable law, at its sole cost and expense, defend Kiewit from and against any investigation, audit, proceeding, or litigation arising therefrom, including all attorneys’ fees, consultant fees, and other costs of defense. Kiewit shall provide notice to CPA of any CPA Third-Party Claim that Kiewit alleges to be covered by this indemnity provision within twenty-one (21) days of such CPA Third-Party Claim being asserted, in the fashion set forth in Section 3.16, but the failure to provide notice shall not relieve the CPA Indemnitors of any liability that they may have to the Kiewit Releasees except to the extent that the CPA Indemnitors shall have been materially prejudiced in its ability to defend the CPA Third-Party Claim for which such indemnification is sought.

2.5 Released Claims

The Kiewit Released Claims and the CPA Released Claims shall collectively be referred to as the “Released Claims.”

2.6 Compromise of Disputed Claims

It is understood and agreed that this Agreement and the Parties' entry into this Agreement is the compromise of disputed claims, and that the terms of settlement contained herein and the releases executed herein are not intended to be and shall not constitute or be construed as admissions of any wrongdoing, liability, breach or responsibility whatsoever and each of the CPA Releasees and the Kiewit Releasees expressly denies any wrongdoing, liability, breach or responsibility whatsoever.

2.7 Liability of Settling Parties Extinguished

It is understood and agreed that the purpose, intent and legal effect of this Agreement is to extinguish the entire liability of each of the CPA Releasees and the Kiewit Releasees to each other related to or arising out of or connected with the Released Claims, and to bar forever any recovery by way of subrogation, indemnity, contribution or any other Claim against any CPA Releasees or Kiewit Releasees or any third-party regarding the Released Claims, except for the express obligations set forth in this Agreement. Each of the CPA Releasees and the Kiewit Releasees represent and warrant that each shall not pursue Claims arising from or related to the Released Claims and that each has conducted due diligence respectively and are not aware of any Claims or circumstances that may give rise to any Claims other than the Released Claims (with the exception of the Reserved Claims or enforcement of the Parties' obligations under this Agreement). For the avoidance of doubt, the Reserved Claims do not permit the Parties to reassert any affirmative Claims against each other in the Blakeslee Action that are released herein, including, without limitation, (1) the Released Claims, or (2) Claims for liquidated damages, delay damages, or consequential damages against the CPA Releasees or the Kiewit Releasees. Notwithstanding the foregoing, CPA Releasees retain their right to assert any Reserved Claims and a full and robust defense,

including without limitation setoff, in response to any Claims asserted in the Blakeslee Action. The stipulation of an approved extension of time with respect to both the Substantial Completion and Final Completion milestones set forth in Section 1.3 shall not constitute or be interpreted to be an admission, waiver, estoppel, limitation or prejudice of CPA's rights regarding the Reserved Claims. Moreover, each of the CPA Releasees and the Kiewit Releasees accepts the Settlement Amount as full and final consideration for the Released Claims, including claims against each other for contributions, deductibles, set-offs, counterclaims, offset premiums, subrogation or any other claim directly or indirectly relating to the Released Claims and that neither party shall be entitled to recoupment, reimbursement or disgorgement of the Settlement Amount or any other benefit once provided by a Party hereunder to the other Party under this Agreement. Nothing contained herein shall prohibit the Parties from bringing any Claims for breach or enforcement of this Agreement and/or the Reserved Claims against each other.

2.8. Covenant Not to Sue; No Claims Exist

The Parties represent that none of them has commenced any action, lawsuit, arbitration, or other legal action or proceeding against any of the other Parties or filed any complaint with any federal, state, or local agency against any of the other Parties, except for the Reserved Claims. To the extent that any of them has done so, each agrees that the Settlement Amount and other consideration under this Agreement are sufficient for a withdrawal of any such claim, action, lawsuit, arbitration, or other legal action or proceeding and that any such action, lawsuit, arbitration, or other legal action or proceeding will be immediately withdrawn with prejudice.

3.0 GENERAL PROVISIONS

3.1 No Reliance

Each Party acknowledges: (i) this Agreement is the resolution of a fully matured set of facts known to each Party as of the Effective Date and each Party individually declares and represents it is executing this Agreement in reliance solely on its own judgment, belief, and knowledge of those set of facts known to it; (ii) this Agreement is made without reliance upon any statement or representation not contained in this Agreement of either Party, or any representative, agent or attorney of either Party; (iii) no promise, inducement or agreement not expressed in this Agreement has been made to the other Party; and (iv) the recitals, terms and conditions contained in this Agreement are contractual and not mere recitals.

3.2 Opportunity for Advice of Counsel

Each Party further represents, warrants and agrees that in executing this Agreement, it does so with full knowledge of any and all rights and remedies which it may have with respect to the other Party and that each Party has received, or had the opportunity to receive, independent legal advice and assistance, and without influence by anyone, in entering this Agreement, and completely understand that they intend to fully and finally settle any and all of the Released Claims.

3.3 Assignment of Rights

Each Party represents and warrants it has not assigned its rights in the Released Claims and each signer for a Party has full authority to bind the Party for which it signs to this Agreement. Moreover, the Parties agree that neither Party may assign this Agreement or any rights or obligations hereunder to any third party, and this Agreement may not be involuntarily assigned by operation of law without the prior written consent of the Parties.

3.4 Entire Agreement

The provisions of this Agreement constitute the entire and integrated agreement between the Parties and supersede any and all prior negotiations, proposals, agreements and

understandings between the Parties regarding the subject matter of this Agreement, whether oral or in writing.

3.5 Binding Effect

This Agreement shall bind and inure to the benefit of the Parties and their respective officers, directors, administrators, employees, agents, attorneys, successors, assigns, and any person or entity acting on behalf of or in concert with any Party.

3.6 Interpretation; Joint Authorship

This Agreement and its provisions shall not be construed or interpreted for or against any Party because that Party drafted or caused the Party's attorney to draft any of its provisions. This Agreement shall be construed as if prepared by the Parties. The Parties stipulate and agree that they each had an opportunity to participate in the negotiation and drafting of this Agreement, to consult with counsel, and that any ambiguity in this Agreement shall not be construed for or against any of the Parties by reason of authorship or otherwise. Terms not defined herein shall have the meaning assigned to them in the CMR Contract.

3.7 Execution in Counterparts

This Agreement may be signed by the Parties in multiple counterparts, and each such counterpart when taken together shall constitute a single binding agreement. A DocuSign or AdobeSign electronic signature, or electronically transmitted pdf of a signature, constitutes an original signature and all evidentiary objections to same other than for authenticity of signature are waived by the Parties.

3.8 No Promise or Warranty

No promise or warranty shall be binding on any Party except as expressly contained and/or reserved in this Agreement.

3.9 Attorneys' Fees

Should either Party initiate any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, costs, and necessary disbursements against the non-prevailing Party, in addition to any other appropriate relief, including, without limitation, statutory prejudgment interest. Notwithstanding the foregoing, each of the Parties shall bear its own legal fees and costs incurred in connection with the preparation and entering into of this Agreement.

3.10 Modification

No modification or amendment of this Agreement shall be valid unless agreed to in writing and signed by the Parties. The Parties agree to execute and provide such further documentation as may be necessary to effectuate any of the terms set forth herein.

3.11 Choice of Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Connecticut without regard to any conflicts of law, including without limitation, the provisions of Chapter 264a and Chapter 62, §§ 4e-1 *et seq.*, of the Connecticut General Statutes, State Contracting Standards Board, as amended, where applicable. The Parties consent to jurisdiction and sole and exclusive venue of the Connecticut Superior Court for any disputes arising from or related to this Agreement. Prior to initiating legal action for any disputes arising from or related to this Agreement, the Party instituting such action shall provide at least seven (7) days' written notice to the other Party in accordance with Section 3.16.

3.12 Authority to Sign Agreement

Each Party represents and warrants that it has or has secured the necessary legal right, power and authority to execute and deliver this Agreement and to be bound thereto and

perform its obligations under this Agreement, and that such action has been duly authorized by all necessary action by each Party and its respective officers, directors, members, managers, owners, shareholders and any other persons whose authorization may be needed.

3.13 Enforcement and Effect of Agreement

In the event that any portion or portions of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated. Notwithstanding the foregoing, to the extent that a court or other tribunal determines the CPA Release set forth in Section 2.2 (in its entirety or in part) is invalid or unenforceable, then the Kiewit Release set forth in Section 2.1 shall likewise, in a similar fashion and to the same extent only, be invalid and unenforceable and the Parties shall retain all rights and remedies against each other not otherwise released herein as of the Effective Date of this Agreement.

3.12 Confidentiality

The Parties expressly agree that any and all documents arising from or relating to negotiations regarding this Agreement, including, but not limited to, any drafts, reports or other documents (“Settlement Documents”), shall be strictly confidential and shall not be disclosed to any person or entity other than the Parties, their attorneys, and, if reasonably necessary, to their outside auditors, insurers, investors, investors in funds affiliated with the Parties, and professional advisors (including tax and financial advisors), except: (a) as may be required by court order or any administrative rules or regulations or by law; (b) in the event of any alleged non-compliance with its terms, in which case the Party alleging non-

compliance shall take reasonable measures to maintain the confidentiality of any Settlement Documents, which reasonable measures shall include requesting that any court in which any proceeding involving allegations of non-compliance is brought maintain such Settlement Documents under seal; or (c) upon the mutual agreement of the Parties. Notwithstanding the foregoing, the final, fully executed version of this Agreement, in its entirety, is a public record as defined by and subject to disclosure under Section 1-200 et seq. of the Connecticut General Statutes, Connecticut's Freedom of Information (FOI) Act, and, as such, the CPA Releasees may be required to disclose information, which, although Kiewit Releasees deems confidential, does not fall into an exclusion under FOI.

3.15 Section Headings

The paragraph headings in this Agreement are provided for convenience and ease of reference only and shall not be considered when interpreting or enforcing the terms of this Agreement.

3.16 Notice

All notices hereunder must be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by certified or registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the Party to be notified,

if such notice was correctly addressed to the Party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service:

For Notice upon The Connecticut Port Authority:

director@ctportauthority.com
Michael J. O'Connor
Connecticut Port Authority
455 Boston Post Road, Suite 204
Old Saybrook, CT 06475

fhedberg@rc.com
Frederick E. Hedberg, Esq.
Robinson & Cole LLP
One State Street
Hartford, CT 06103

For Notice upon Kiewit Infrastructure Co.:

Peter.Maglicic@kiewit.com
Peter Maglicic
Kiewit Infrastructure Co.
470 Chestnut Ridge Road
Woodcliff Lake, NJ 07677

John.Fedun@kiewit.com
John Fedun, Esq.
Kiewit Infrastructure Co.
470 Chestnut Ridge Road
Woodcliff Lake, NJ 07677

lconrad@hinckleyallen.com
Luke Conrad, Esq.
Hinckley Allen & Snyder LLP
20 Church Street, 18th Floor
Hartford, CT 06103

3.17 Not a Precedent

This Agreement is not intended to establish and shall not be interpreted as establishing

a practice or policy of any of the Parties in connection with the treatment of any third party contract entered into by CPA or the settlement of any Claims, lawsuit or proceeding.

[END OF DOCUMENT. SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

KIEWIT INFRASTRUCTURE CO.

Peter.Maglicic

Digitally signed by Peter.Maglicic
DN: CN=Peter.Maglicic,
OU=Employees, OU=Users,
OU=Kiewit, DC=KIEWITPLAZA,
DC=net,
Date: 2025.10.14 09:59 -0400

Signature: _____

Printed Name: Peter Maglicic

Title: Area Manager

Date: 10/14/2025

THE CONNECTICUT PORT AUTHORITY

Signature: 

Printed Name: Michael O'Connor

Title: Executive Director

Date: 10/14/2025

Certificate of Final Acceptance

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Certificate of Final Acceptance			
To: <i>Construction Manager at Risk (CMR)</i>	Kiewit Infrastructure Co. 470 Chestnut Ridge Rd, Woodcliff Lake, NJ 07677		
Sent Via: <i>Construction Administrator (CA)</i>	AECOM 500 Enterprise Drive, Rocky Hill, CT 06067		
From: <i>(Owner)</i>	Connecticut Port Authority 455 Boston Post Rd., Suite 204, Old Saybrook, CT 06475		
Date:	10/14/2025		
CPA Project Number:	CPA0020-0040		
Project Title:	Infrastructure Improvements to Connecticut State Pier – New London, CT		
Project Address:	200 State Pier Road, New London		
Description of Work: <i>(Description, Name, Location)</i>			
Trade Package 03 – Cashman Dredging Trade Package 07 – Site Civil & Drainage Trade Package 11 – Survey Trade Package 16 – Site Wide Combi Wall Trade Package 20 – State Pier (Installation Berth) Relieving Platform Trade Package 26 – Electrical (Install & Demo)			
Final Acceptance of Work:			
The date of Final Acceptance of the Work is hereby established as:		See Exhibit C attached.	
Exhibits A and B are not included in this certificate because they are not applicable. This Certificate of Final Acceptance is not a determination of or an acknowledgement by the Owner regarding the workmanship or quality of the Work described by this contract.			
In accordance with General Conditions, I hereby certify that all of the Work described above has been completed.			
Engineer-of-Record (EOR):	Joshua Singer, P.E. <i>(Typed Name)</i>	Joshua Singer <i>(Signature)</i>	10/20/25 <i>(Date)</i>
Construction Administrator:	Michael J. Garbolski, P.E. <i>(Typed Name)</i>	<i>Michael Garbolski</i> <i>(Signature)</i>	10/16/25 <i>(Date)</i>
I, the duly authorized representative of the Connecticut Port Authority and the Owner of the above referenced Project, hereby certify that the Work described by the above noted Contract is accepted by the Owner.			
Owner:	Michael J. O'Connor <i>(Typed Name)</i>	<i>Michael J. O'Connor</i> <i>(Signature)</i>	10/20/25 <i>(Date)</i>
cc:	Owner	EOR	File
	CMR	CA	Other:

Certificate of Acceptance Exhibit C		
	Attached to and forming part of Certificate of Acceptance dated:	See below. <i>(Date)</i>
	The following is a list of all Trade Contract Packages and Final Acceptance summary for CPA Project Number:	CPA0020-0040 <i>(CPA Project Number)</i>

Trade Contract Package	Date of Substantial Completion	Date of Final Acceptance
TCP# 01 Pile Supply - JD Fields	7/15/2022	7/15/2022
TCP# 02 Security Guard Services - USA Security Services Corp.	3/29/2024	4/25/2024
TCP# 03 Dredging - Cashman Dredging	4/29/2024	10/14/2025 ^
TCP# 04 Mooring Dolphin Demolition – Blakeslee	11/24/2021	Not Applicable ~
TCP# 05 Temp Electrical - Anderson Electric	7/15/2022	7/15/2022
TCP# 06 Janitorial Service - Uniquely Cleaned LLP	3/30/2024	4/25/2024
TCP# 07 Site Civil & Drainage - KIC Self	6/21/2024 *	10/14/2025 ^
TCP# 08 Erosion & Sediment Control - Loureiro	6/21/2024 *	7/30/2024
TCP# 09 Fencing - P & C Fence Co.	6/21/2024 *	8/30/2024
TCP# 10 Building Demo - Stamford Wrecking	7/15/2022	7/15/2022
TCP# 11 Survey - RCL Thompson	8/28/2024	6/3/2025
TCP# 13 Progress Photos - GM2 Associates	6/20/2024	7/30/2024
TCP# 14 Bull Gang/Snow Removal - KIC Self	2/27/2024	3/11/2024
TCP# 15 Street Sweeping - NELTS Inc	Not Applicable – Removed from GMP	Not Applicable – Removed from GMP
TCP# 16 Site Wide Combi Wall - KIC Self	6/21/2024 *	10/14/2025 ^
TCP# 17 NE Bulkhead - ECD NY, Inc.	10/31/2022	7/30/2024
TCP# 18 Rebar F&I - Alvarez	6/21/2024 *	3/10/2025
TCP# 20 State Pier (Installation Berth) Relieving Platform	6/21/2024*	10/14/2025 ^
TCP# 21 Bridge Demo - Stamford Wrecking	4/21/2023	3/11/2024
TCP# 23 Temp Utility Install - Ed Bartelli	7/15/2022	7/15/2022
TCP# 24 Utilities - Water - Gerber Construction	4/21/2023	8/30/2024
TCP# 26 Electrical (Install & Demo) - MEC	6/21/2024 *	10/14/2025 ^
TCP# 27 Drilled Shafts for Light Poles - KIC Self	6/9/2023	3/11/2024
TCP# 28 Trackwork - RailWorks Track Services	4/21/2023	3/11/2024
TCP# 29 Asphalt paving - Waters Construction	4/21/2023	7/30/2024
TCP# 32 Site Finish Work – Loureiro	6/21/2024*	8/30/2024

TCP# 33 Temporary Guard Shack - Eagle Leasing Co.	4/21/2024	4/25/2024
TCP# 36 On-Site Medical - First Care Connecticut	5/31/2024	7/30/2024

NOTES:

The coil rod repairs were completed in July 2024, fender spool extensions were delivered and stored at the Project site in October 2024, and South Wall infill remedial work was completed in September 2025.

** Due to the phased turnover of the Project site as established in the Guaranteed Maximum Price (GMP) Amendment Nos. 9 and 10 to CMR Contract, the date represented in the table above is the latest Milestone Date achieved for that Trade Package.*

^ Pursuant to resolution reached between Owner and CMR.

~ Owner accepts Work as substantially complete, but final acceptance is pending resolution between Owner, CMR and Trade Contractor.

End

Certificate of Substantial Completion

To:	Kiewit Infrastructure Co. (Typed Name)	CPA Project No.:	CPA0020-0040
From:	Michael J. Garbolski, P.E. AECOM Construction Administrator (Typed Name)	Project Name	Infrastructure Improvements to Connecticut State Pier – New London, CT
Title:	Project Manager (Typed Title)	Project Location:	200 State Pier Road New London, CT

Description of Project Designated Portion thereof:

The Owner has accepted all Project areas as having achieved substantial completion. The Owner occupies and continues to utilize the Work for its intended use. Four elements of Work are not in full compliance with the Project Contract Documents. The Owner accepts these four elements as constructed. Each of the four elements are described in the attached Exhibits A, B, C & D. Refer to attached "Key Map Showing Locations of Substantial Completion Exhibits."

The Work performed under this Contract has been reviewed and found, in accordance with Section I. C of the Construction Management at Risk (CMR) Contract, to be substantially complete to the best knowledge of the Construction Administrator (CA), Engineer-of-Record (EOR), and Owner. Substantial Completion is that stage in the progress of the Work when the Work, or designated portion of the Work thereof, is sufficiently complete in conformity with the Contract Documents to permit the Owner to occupy or utilize the Work for its intended use. The date of **Substantial Completion** of the Project, designated above, is hereby established as **6/21/2024** which, except as otherwise noted, is the date of the commencement of applicable warranties required by the Contract Documents and is the date the Owner accepts the Work, or designated portion thereof, as substantially complete and will assume full possession of thereof.

Construction Administrator:	Michael J. Garbolski, P.E. (Typed Name)	<i>Michael Garbolski</i> (Signature)	10/16/25 (Date)
Engineer-of-Record:	Joshua Singer, P.E. (Typed Name)	<i>Joshua Singer</i> (Signature)	10/20/25 (Date)

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CMR:	Not Applicable (Typed Name)		
Owner:	Michael O'Connor (Typed Name)	<i>Michael O'Connor</i> (Signature)	10/21/25 (Date)

Copies :	☒ Owner	☒ CMR	☒ EOR	☒ CA	☒ File
	Other: _____				

Certificate of Substantial Completion

KEY MAP SHOWING LOCATIONS OF SUBSTANTIAL COMPLETION EXHIBITS



Certificate of Substantial Completion

Exhibit A

Attached to and forming part of Certificate of Substantial Completion dated:

6/21/2024

(Date)

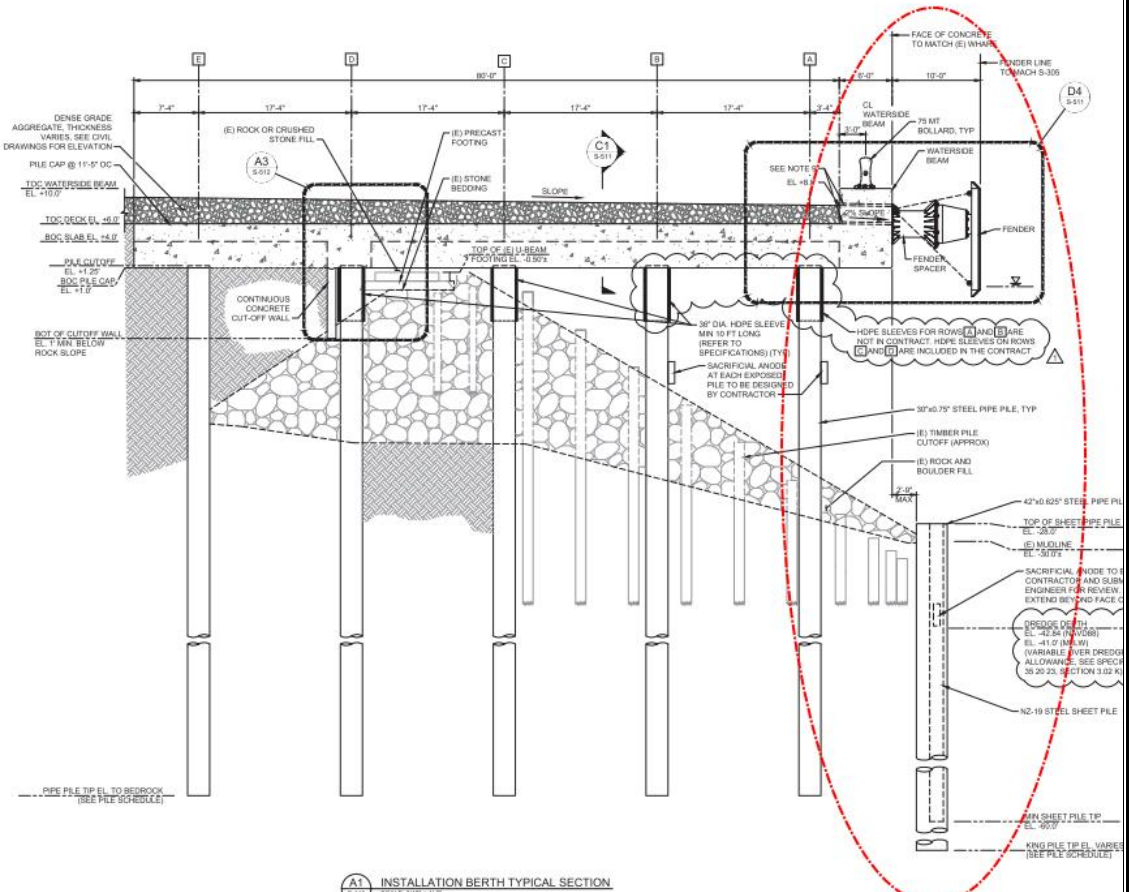
The following is a list of Uncompleted Items of the Work that are accepted by the Owner.

CPA0020-0040

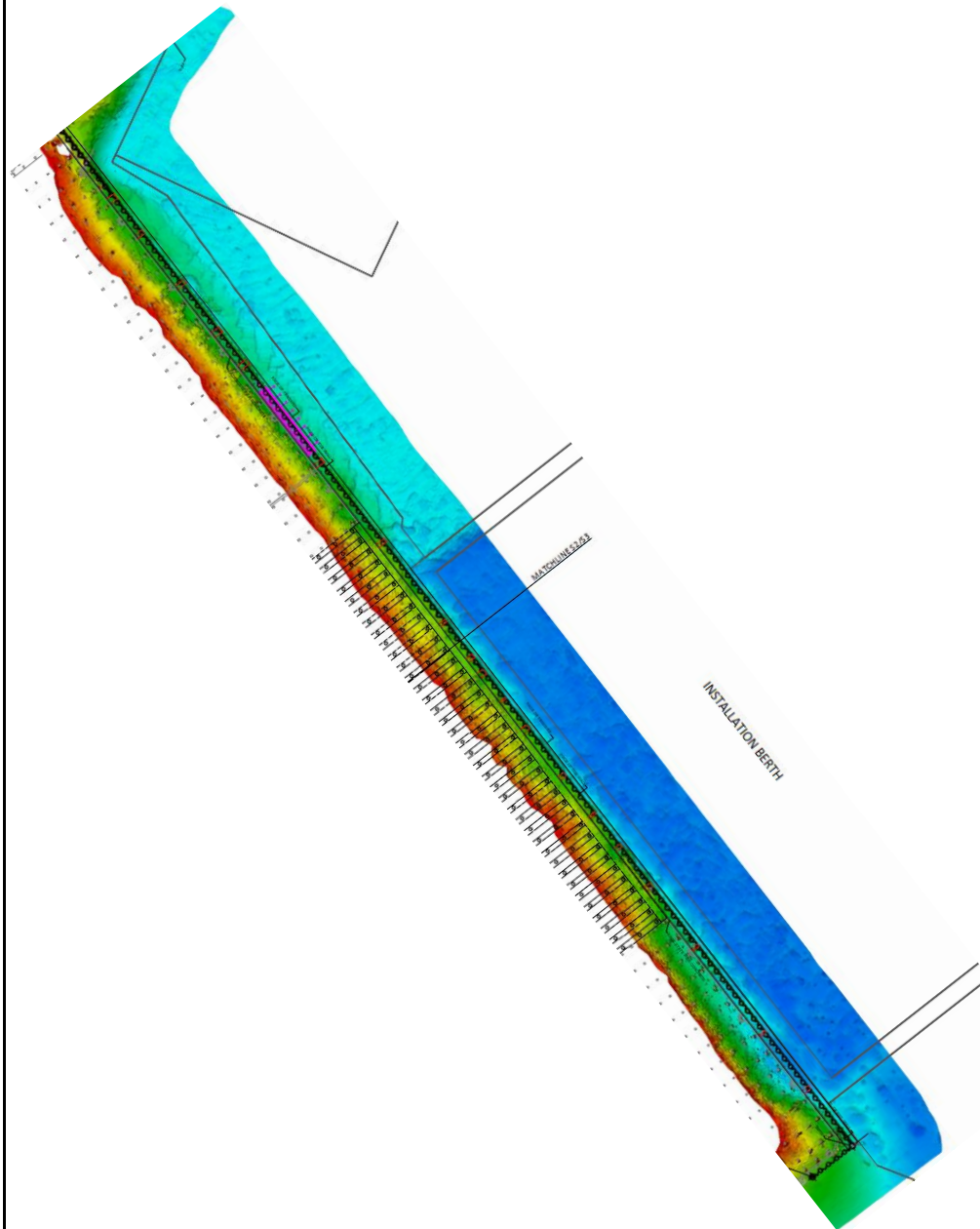
(CPA Project Number)

Item Number	Description Of The Work
1	State Pier Toe Wall (Combi-Wall): Upon completion of the State Pier Toe Wall at the Installation Berth, the confirmatory underwater survey confirmed that portions of the toe wall are aligned east of the maximum design dimension measured from the concrete face of the State Pier deck. Based on this, the Owner issued a Non-Conformance Notice (NCN 011) to the CMR, which stated that portions of the Toe Wall are non-compliant with the Contract Documents. After further study and discussion between the Owner, Construction Administrator and Engineer-of-Record, the parties agreed to a resolution of the Toe Wall non-compliance issue, which involved the Owner accepting the Toe Wall in its as-constructed alignment, and the CMR's provision of fender spool extensions for the Installation Berth, which are currently stored on-site per agreement between the Owner and its end-user.

Sketch
Showing
Typical
Section of
Install
Berth



Graphic
Showing
Under-
water
Survey of
Toe Wall
dated
3/28/2024



Certificate of Substantial Completion

Exhibit B

Attached to and forming part of Certificate of Substantial Completion dated:

6/21/2024

(Date)

The following is a list of Uncompleted Items of the Work that are accepted by the Owner.

CPA0020-0040

(CPA Project Number)

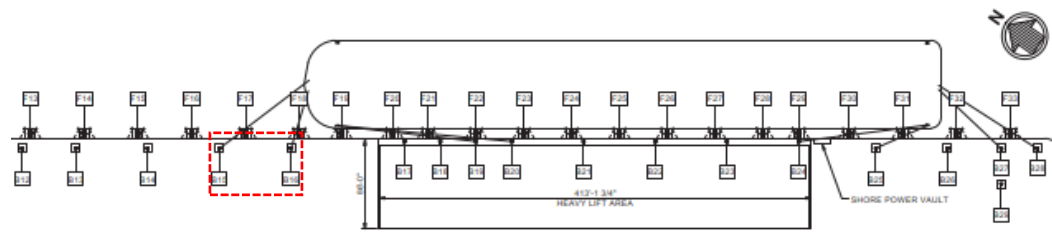
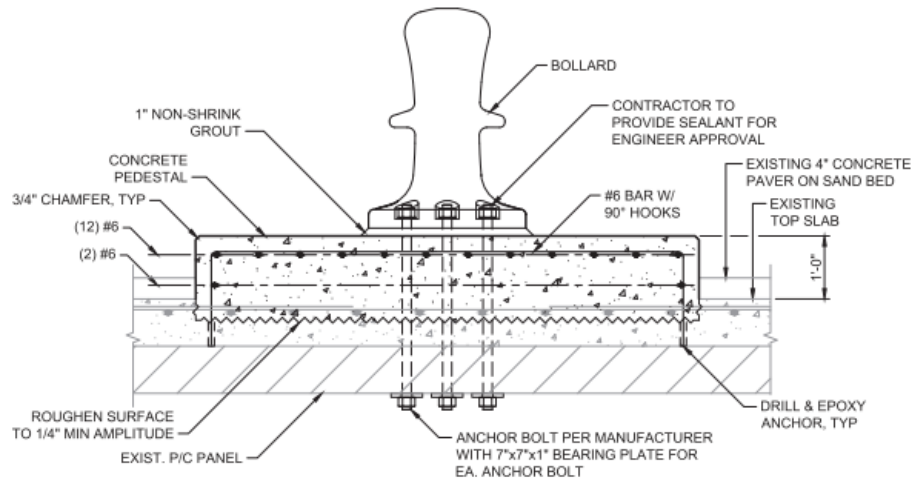
Item Number	Description Of The Work
2	State Pier Mooring Bollards 15 & 16 (CMR #s 4 & 5): The grout material for grout pads at Mooring Bollards 15 & 16 was not tested prior to bollard installation. The CMR has certified that the Trade Contractor properly placed the grout pads below State Pier bollards 15 and 16, used approved materials, followed procedures detailed in the approved submittal, and utilized the same crew that successfully completed each of the other new bollards (see CMR-CPA-LTR-338 below). The Owner accepts Bollards 15 & 16 in their as-constructed condition.

Contract details of mooring bollard installation

State Pier Mooring Bollards 15 & 16 (CMR #s 4 & 5):

The grout material for grout pads at Mooring Bollards 15 & 16 was not tested prior to bollard installation. The CMR has certified that the Trade Contractor properly placed the grout pads below State Pier bollards 15 and 16, used approved materials, followed procedures detailed in the approved submittal, and utilized the same crew that successfully completed each of the other new bollards (see CMR-CPA-LTR-338 below). The Owner accepts Bollards 15 & 16 in their as-built condition.

MOORING DEVICE INFORMATION			
MOORING POINT	DEVICE TYPE	CAPACITY (KIPS)	CAPACITY (MT)
B12 TO B29	BOLLARD	165	75



Certificate of Substantial Completion



Kiewit

CMR-CPA-LTR-338

Date: April 30, 2024

Attention: Ulysses Hammond
455 Boston Post Road, Suite 204
Old Saybrook, CT 06475

Reference: Connecticut State Pier Infrastructure Improvement

Subject: **CMR-CPA-LTR-338 – Bollard 4 and 5 Grout Pads**

Dear Mr. Hammond,

Per your request, this letter serves to certify that the Trade Contractor, Kiewit Infrastructure Co. (KIC), properly placed the grout pads below State Pier bollards 4 and 5. Grout cubes were not made for these locations by the Independent Testing Agency, therefore the acceptability has been called into question.

The grout pads at State Pier bollards 4 and 5 were placed on March 27, 2024, utilizing Unisorb V1 Grout and following the procedures detailed in the approved submittal (#35 59 33-3.0 – 35 59 33 - *Product Data and Installation Instructions for Bollard Grout Pads*). The crew that placed these grout pads has successfully performed the same task on all other bollards.

If you have any questions or comments, please do not hesitate to contact me via email at Matt.Higgins@Kiewit.com.

Sincerely,



Matt Higgins
Project Manager
Kiewit Infrastructure Co.

Attachment: none

CC: Glenn Santoro - Robinson & Cole LLP, Michael Garbolski, Marlin Peterson, Brian Stobbie, John Fedun, Peter Maglicic, William McElwee, Shannon Murray, Rich Callo
Notice provided in accordance with Section XI. Notices of the Contract and uploaded to Procore.

Exhibit C

Attached to and forming part of Certificate of Substantial Completion dated:

6/21/2024

(Date)

The following is a list of the Uncompleted Items of the Work that are accepted by the Owner.

CPA0020-0040

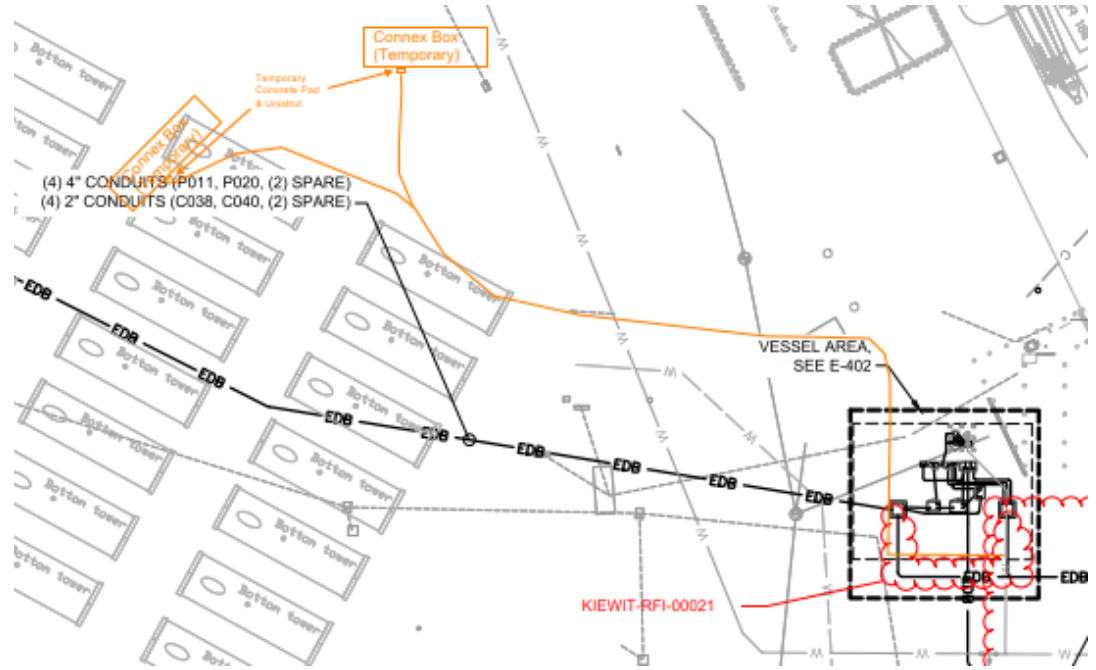
(CPA Project Number)

The below listed electrical works by others, and only those by others, are not covered by the Trade Contractor's (Mass Electric) warranty.

Please note that all other elements of the electrical trade package remain fully warranted from the date of Substantial Completion.

Item Number	Description Of The Work
3	Electrical Vault V-105 / Panelboard P-32: Work by Others. Two (2) new NEMA boxes with fused disconnects were installed on concrete pads in the tower assembly area. From these boxes, conduit and cables were installed back to Vault V-105 in the Vessel Loading Area. Cables P036 & P037 from V-105 to Panelboard P-32 were disconnected and pulled back to and coiled in V-105. Cables P036 & P037 terminate at the DB4 and DB5 tower pack disconnect switches, respectively. The Owner accepts this work by others in its as-constructed condition. Sketch showing Vessel Electrical Pad & P-33

Sketch showing conduits from new NEMA boxes on concrete pads to Vault V-105

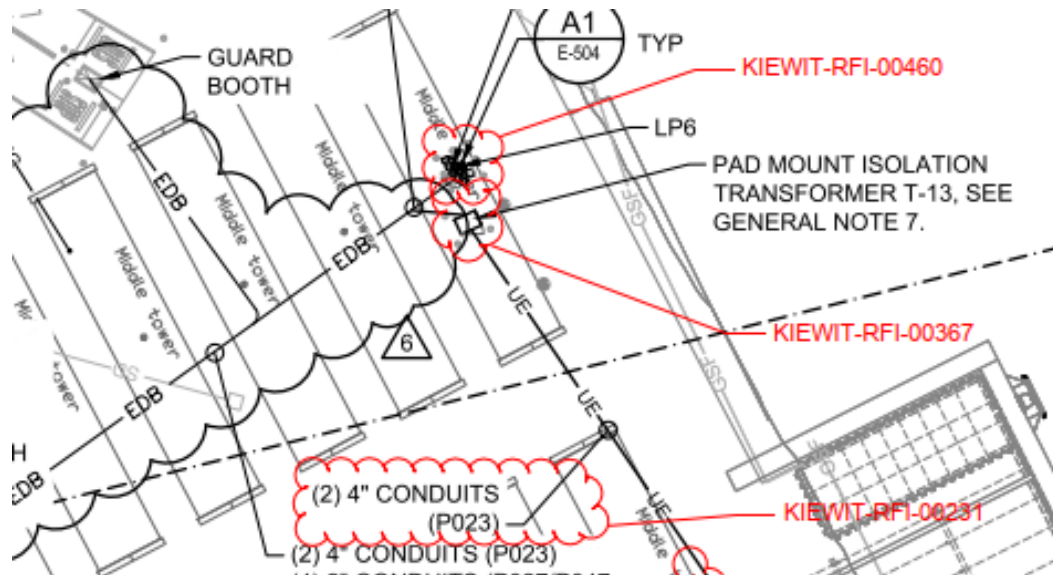


Certificate of Substantial Completion

Sketch
showing
Pad Mount
Isolation
Transformer
T-13

Pad Mount Isolation Transformer T-13:

Work by Others. Transformer T-13 was removed and replaced or otherwise supplemented. T-13 was designed to provide low voltage shore power to the Delivery Berth. It is not known what equipment replaced or supplemented transformer T-13.



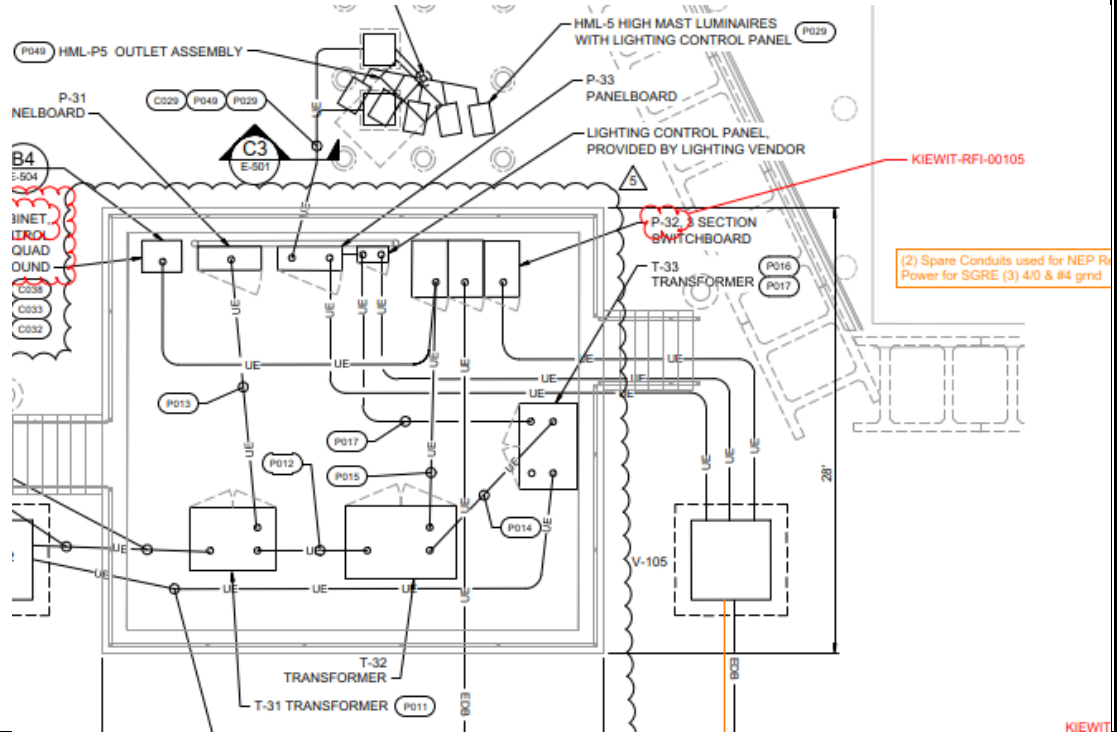
7. CONDUCTOR FOR LOW VOLTAGE SHORE POWER RECEPTACLE SHALL FEED INTO AND OUT OF AN ISOLATION TRANSFORMER FOR GALVANIC ISOLATION. PROVIDE #3/0 GROUNDING ELECTRODE CONDUCTOR AT TRANSFORMER.

Certificate of Substantial Completion

Sketch showing Vessel Electrical Pad & P-33

Panelboard P-33:

Work by Others: An additional cable was installed to Panelboard P-33. An additional breaker was installed in Panelboard P-33. It is not known what equipment the additional cable serves.



Certificate of Substantial Completion

Exhibit D

Attached to and forming part of Certificate of Substantial Completion dated:

6/21/2024

(Date)

The following is a list of Uncompleted Items of the Work that are accepted by the Owner.

CPA0020-0040

(CPA Project Number)

Item Number	Description Of The Work
4	Three (3) drainage structures IN17, IN20 and MH14 have not been parged due to objects being placed over them by the facility operator(s). The Owner accepts this work in its as-constructed condition. Sketch Showing Drainage Structures IN17, IN20 & MH14 