CONFIDENTIAL SETTLEMENT AGREEMENT

THIS AGREEMENT (hereinafter the "Settlement Agreement"), which is entered into between Appellant (hereinafter "Abt Associates Inc." or "Abt") and Respondent (hereinafter "United States of America, Environmental Protection Agency" or "EPA"),

WITNESSETH:

WHEREAS, Abt and EPA entered into Contract Nos. EP-09-H-001292, EP-D-08-100, EP-W-11-003, EP-11-H-000180/GS-10F-0086K, EP-W-08-010, EP-W-12-001, and EP-C-13-039 (hereinafter collectively the "Contracts"); and

WHEREAS, pursuant to the Contract Disputes Act (hereinafter the "CDA"), 41 U.S.C. § 7101 *et seq.*, Abt submitted to EPA seven (7) Requests for Equitable Adjustments (hereinafter "REAs") under the Contracts (hereinafter the "Claims") on:

a. November 5, 2013 under EP-09-H-001292;

b. November 1, 2015 under EP-D-08-100;

c. November 8, 2013 under EP-W-11-003;

d. November 8, 2013 under EP-11-H-000180/GS-10F-0086K;

e. November 8, 2013 under EP-W-08-010;

f. November 8, 2013 under EP-W-12-001; and

g. November 5, 2013 under EP-C-13-039;

and

WHEREAS, in response to the above-referenced seven (7) REAs, the cognizant Contracting Officers issued six (6) final decisions dated:

a. January 28, 2015 for EP-09-H-001292;

b. March 31, 2015 for EP-D-08-100;

c. March 12, 2015 for EP-W-11-003;

d. March 12, 2015 for EP-11-H-000180/GS-10F-0086K;

e. March 11, 2015 for EP-W-08-010; and

f. March 11, 2015 for EP-W-12-001;

and

WHEREAS, Abt appealed the six (6) final decisions (hereinafter collectively the "Appeals") to the Civilian Board of Contract Appeals (hereinafter the "CBCA") on:

a. April 27, 2015 for EP-09-H-001292;

b. June 8, 2015 for EP-D-08-100;

c. June 8, 2015 for EP-W-11-003;

d. June 8, 2015 for EP-11-H-000180/GS-10F-0086K;

e. June 8, 2015 for EP-W-08-010; and

f. June 8, 2015 for EP-W-12-001;

and

WHEREAS, the six (6) Appeals were docketed on:

a. April 28, 2015 for EP-09-H-001292 as CBCA 4720;

b. June 11, 2015 for EP-D-08-100 as CBCA 4782;

c. June 11, 2015 for EP-W-11-003 as CBCA 4783;

d. June 11, 2015 for EP-11-H-000180/GS-10F-0086K as CBCA 4784;

e. June 11, 2015 for EP-W-08-010 as CBCA 4785; and

f. June 11, 2015 for EP-W-12-001 as CBCA 4786;

and

WHEREAS, the subject matter of the Claims and Appeals relates to Abt's alleged entitlement to reimbursement for reasonable costs of idle time that could not be mitigated during the duration of the Stop Work Orders EPA issued to Abt during the period that the United States Government was shut down in October 2013 (hereinafter "2013 Government Shutdown"); and

WHEREAS, the cognizant Contracting Officer has not issued a final decision pertaining to Abt's REA under EP-C-13-039 and the REA therefore remains an outstanding claim; and

WHEREAS, the Parties desire to resolve all disputed issues arising out of or related to the 2013 Government Shutdown that exist or may exist under the Contracts; and

WHEREAS, the Parties acknowledge that despite the EPA's intent to pay all amounts within 30 days, the EPA cannot process invoices between February 5, 2016, and February 18, 2016, due to a system upgrade; and

NOW THEREFORE, the Parties do hereby mutually stipulate and agree as follows:

1. EPA shall pay the sum of ONE HUNDRED TWENTY SIX THOUSAND, TWO HUNDRED DOLLARS AND NO CENTS ($126,200.00), in full and final settlement of the Claims and Appeals, which have arisen under or are related to the 2013 Government Shutdown that exist or may exist under the Contracts.

2. EPA shall prepare and issue to Abt, for execution, bilateral contract modifications for Contract Nos. EP-09-H-001292, EP-D-08-100, EP-W-11-003, EP-11-H-000180/GS-10F-0086K, EP-W-08-010, EP-W-12-001, and EP-C-13-039 which incorporate the Settlement Agreement, and shall do so within ten (10) working days of the last date the Settlement Agreement is executed by the cognizant Contracting Officers. Abt shall execute and return the bilateral modifications to the cognizant Contracting Officers within ten (10) working days of its receipt of the modifications.

3. Abt shall submit to the attention of the undersigned Contracting Officers or their duly authorized representatives, within thirty (30) calendar days of its execution of the last of the bilateral contract modifications which incorporate this Settlement Agreement, proper invoices in the following amounts: $5,208.56 under EP-09-H-001292; $11,270.00 under EP-D-08-100; $19,399.60 under EP-W-11-003; $18,610.70 under EP-11-H-000180/GS-10F-0086K; $17,958.70 under EP-W-08-010; $5,663.85 under EP-W-12-001; and $48,088.59 under EP-C-13-039. EPA shall pay said invoices in accordance with the terms of the Prompt Payment Act, as implemented by the Prompt Payment Act clauses incorporated into the respective Contracts.

4. Abt shall move the CBCA to Dismiss With Prejudice the Appeals within five (5) calendar days of receiving all payments under Paragraph 3. In consideration of the confidentiality of this Settlement Agreement as set forth in Paragraph 12, Abt will not include a copy of the Settlement Agreement with its motion unless required by the CBCA. Abt will provide EPA with a copy of the signed motion at the same time Abt submits the motion to the CBCA.

5. This Settlement Agreement and the bilateral contract modifications that incorporate it constitute a full discharge, accord and satisfaction, and release of any and all claims, demanded, or causes of action, actual or constructive, legal, equitable, contractual, or administrative, whether known or unknown, which Abt or EPA has against the other, arising out of or related to the 2013 Government Shutdown that exist or may exist under the Contracts.

6. Abt waives any claims for Contract Disputes Act ("CDA") interest and the costs of pursuing the Claims and Appeals, including litigation costs and attorneys' fees.

7. The Parties warrant and represent that no other actions or claims relating to the 2013 Government Shutdown under the Contracts that are pending before or will be filed in any

court, or any legislative or administrative body, and that they have made no assignments or transfers of all or any part of their rights arising under the Claims and the Appeals. And that in doing so, the Parties do hereby fully remise, release, and discharge each other and their respective officers, agents, employees, successors, and assigns from any and all liabilities, obligations, claims, appeals, demands, or other damages that they now have or hereafter may have, known, or unknown, arising under or relating to the 2013 Government Shutdown under the Contracts.

8. The Parties shall execute any and all further documentation which is necessary to implement this Settlement Agreement and the resulting bilateral contract modifications.

9. The Parties understand and agree that the resolution of the Claims and the Appeals represent compromises of disputed facts, factors, and considerations, and that these compromises have been made for settlement purposes only, without admission of any facts, factors, or considerations, or of any fault or liability, on the part of either party.

10. The sum of $126,200.00 constitutes and represents full consideration for the satisfaction of the Claims and Appeals, including CDA interest and attorneys' fees for all parties pertaining to the preparation and prosecution of the Claims and Appeals.

11. Abt agrees that such payment precludes Abt from including any or all costs associated with the aforementioned Claims and Appeals in accordance with FAR 31.205-47, in any request or submittal for reimbursement from EPA, including, but not limited to, any requests or submittals for determinations of indirect rates.

12. The Settlement Agreement is confidential in nature, and that neither party shall, in any way or manner, disclose any information pertaining to the nature of the settlement discussions, the basis for or the amount of the settlement reached by the Parties, or the contents

of the Settlement Agreement contained herein. Notwithstanding the foregoing Abt is permitted to disclose any aspect of the Settlement Agreement to outside attorneys, accountants, auditors, or consultants who are bound by a confidentiality obligation. Further, Abt is permitted to disclose any aspect of the Settlement Agreement to any Abt director, officer, or employee. Both Parties are permitted to disclose aspects of the Settlement Agreement as required by law. Any breach of this Paragraph 13 shall constitute a material breach of the Settlement Agreement and provide each party with all the rights and remedies available under the law.

13. This Settlement Agreement is of no precedential value, either as a matter of policy or as a matter of law.

14. Neither this settlement Agreement nor any portion of it may be used as evidence by either party in any manner whatsoever other than as necessary to enforce the terms and provisions contained herein.

15. The validity, construction, and interpretation of this Settlement Agreement shall be governed by Federal law.

16. The Settlement Agreement shall bind and inure to the benefit of Abt and EPA hereto and their agents, representatives, officers, directors, predecessors, executors, administrators, heirs, successors and assigns.

17. This Settlement Agreement shall not be modified or amended except by an instrument in writing signed by each of the Parties.

18. This Settlement Agreement contains the entire agreement between the Parties, and the terms of this Settlement Agreement are contractual and not merely recital.

19. The undersigned certify and represent that each has the authority to execute this Settlement Agreement on behalf of their respective entity.

20. Regardless of any other provisions of this Settlement Agreement, the following rights and liabilities of the Parties under the Contracts are reserved:

(a) Any and all authority of EPA or any other Government agency relative to Title 18, Title 28, and Title 31, Section 3729 et seq., United States Code, or matters relative to fraud, or false claims, or any other matter outside the authority of the Contracting Officers to settle.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the effective date last written below.

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

(b) (6) [redacted]

Contracting Officer
EP-09-H-001-292

3/22/16
Date

(b) (6) [redacted]

Contracting Officer
EP-D-08-100

4/6/16
Date

(b) (6) [redacted]

Contracting Officer
EP-W-11-003

3/23/2016
Date

(b) (6) [redacted]

Contracting Officer
EP-11-H-000180/GS-10F-0086K

3/22/16
Date

(b) (6)

[redacted]

Contracting Officer
EP-W-08-010 and EP-W-12-001

3/24/2016
Date

(b) (6)

[redacted]

Contracting Officer
EP-C-13-039

3/29/2016
Date

ABT ASSOCIATES INC.

(b) (6)

[redacted]

MARCH 22 2016
Date