

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is made by and between ForeSite Design & Construction, Inc. (“ForeSite”) and the City of Goodyear (the “City”) on this ____ day of October, 2025. ForeSite and the City are hereinafter together referred to as the “Parties.”

RECITALS

A. ____ In early 2023, the Parties entered into that certain First Cooperative Purchasing Agreement CON-22-6608 (the “Purchase Agreement”) and Purchase Order # 22301282 (the “Purchase Order”), wherein ForeSite agreed to provide general contracting services to the City related to the City’s planned remodel of Fire Station 183, located at 3075 N. Litchfield Road, Goodyear, AZ (the “Project”).

B. ____ ForeSite performed its work on the Project (including pre-construction services) between April 2022 and June 2024.

C. ____ Disputes arose between the Parties regarding certain Change Requests ForeSite submitted to the City for payment (the “Disputes”).

D. ____ As a result of the Disputes, ForeSite submitted a Notice of Claim to the City under A.R.S. § 12-821.01 (the “Notice of Claim”) and ultimately filed suit against the City in Maricopa County Superior Court Case No. CV2025-023676 (the “Lawsuit”).

E. ____ To avoid further risk and expense of litigation, to resolve the above-referenced Disputes and Lawsuit, the Parties wish to enter into this Agreement on the terms identified herein.

NOW, THEREFORE, in consideration of the mutual releases and for other good and valuable consideration referred to herein, the Parties agree as follows:

SETTLEMENT TERMS

1. ____ **Settlement Payment.** The City agrees to pay ForeSite the sum of One Hundred Nine Thousand Dollars (\$109,000.00) made payable by wire transfer to ForeSite by no later than November 10, 2025 (the “Settlement Payment”).

2. ____ **Mutual Release.** Upon ForeSite’s receipt of the Settlement Payment, the Parties hereby release and forever discharge one another and their respective officers, directors, members, heirs, successors, assigns, agents, insurers, sureties, attorneys, affiliates, administrators and past, present, and future representatives from all past, present or future claims (including administrative claims), demands, causes of action, damages, losses, liabilities, debts, demands and lawsuits, including attorneys’ fees and court costs, asserted or not, whether known or unknown, suspected or unsuspected, which either may have, or at any time ever had, in any way arising from or related to the Project, Purchase Agreement, Purchase Order, Disputes, Notice of Claim and Lawsuit including, but not limited to, all claims which were or could have been asserted in the Lawsuit.

3. Warranty. Each of the Parties warrants that it/she/he has standing to release the others from the respective claims that are to be released pursuant to this Agreement, and that these claims have not been, nor will they be in the future, assigned or transferred.

4. No Admission of Liability. This Agreement is a compromise of a disputed claim, and the consideration is not to be construed as an admission of liability on the part of either party. It is agreed and understood that the Parties deny all allegations of liability and agree to resolve this matter solely for the purpose of reaching a mutually agreeable settlement. Such compromise and settlement do not constitute an admission of the truth or validity of the matters in controversy, nor shall it be construed as such.

5. Legal Capacity. Each of the undersigned warrants that he/she/it is of legal age, legally competent to execute this Agreement, and has the authority of the party for whom the undersigned is executing this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Benefit of Counsel. Each of the Parties warrants that he/she/it has read the entire Agreement, understands it and has received or had the opportunity to receive independent legal advice from counsel to the extent he/she/it considers it warranted as to the advisability of executing this Agreement and with respect to all matters contained herein.

8. Joint Product. This Agreement is the product of bargained-for arms-length negotiations between the Parties and their counsel in good faith and without collusion and shall not be construed for or against any party or its representative(s) as a result of any purported authorship thereof.

9. Arizona Law. This Agreement shall be construed according to the laws of the State of Arizona.

10. Counterparts. This Agreement may be executed in one or more counterparts and, when those counterparts are taken together, shall constitute one original Agreement. True photocopies and/or facsimile copies of signatures shall be deemed as effective as original signatures.

11. Attorneys' Fees. In the event of any breach of this Agreement and/or any action taken to enforce this Agreement or address a breach thereof, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and any costs incurred in connection therewith, including non-taxable costs and legal expenses.

12. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties concerning its subject matter and integrates and supersedes all other agreements of any kind, whether verbal or in writing, relating to the subject matter of this Agreement.

WHEREFORE, the Parties have executed this Agreement, intending to be legally bound by it, on the date affixed by their signature.

FORESITE DESIGN & CONSTRUCTION, INC.

By: _____

Its: _____

Date: _____

THE CITY OF GOODYEAR

By: _____

Its: _____

Date: _____

Approved as to Form:

City Attorney

Attested to:

City Clerk