

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Release”) is made as of the ____ day of _____, 2026 by and between Village of Roscoe, Illinois (the “Village”) and Place Foundry Design, PLLC (“PFD”). The Village and PFD are hereafter referred to collectively as the “Parties” and may be individually referenced as a “Party.”

Recitals

- A. **WHEREAS**, by Proposal for Services accepted by the Village on June 27, 2024, PFD agreed to provide design and engineer services for the construction of a parking lot and outdoor community space located at 5466 Bridge Street, Roscoe, IL (the “Project”).
- B. **WHEREAS**, on May 26, 2025, a structural failure of the shade trellis being erected at the Project occurred.
- C. **WHEREAS**, by correspondence to PFD dated July 31, 2025, the Village alleges that the structural failure of the shade trellis was result of design deficiencies in the plans prepared by PFD. The Village demands that PFD take corrective action to allow for the completion of the Project (the “Claims”).
- D. **WHEREAS**, Stenstrom Excavation & Blacktop has prepared an estimate dated August 1, 2025, for the costs of the response following the May 26, 2025 collapse, as well as materials and further work required pursuant to the updated structural details for the shade trellis revised July 10, 2025 (the “Remediation Work”). Also included in the Remediation Work is Virgilio & Associates, Ltd.’s invoice no 178, the August 20, 2025 proposal from Geocon Professional Services, and the RP Rents, LLC invoice dated 6/27/2025.
- E. **WHEREAS**, without making any admissions of liability or wrongdoing whatsoever, the Village and PFD each wish to resolve the Claims by settlement.

Terms and Conditions

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties, intended to be legally bound, agree as follows:

1. **Consideration.** PFD agrees to pay or cause to be paid to the Village one hundred forty-five thousand, eight hundred ninety-nine dollars and 55/100 (\$145,899.55). A check or electronic payment shall be made payable to the Village of Roscoe, Illinois within thirty (30) days of the Effective Date. Payment is contingent upon receipt of a properly completed W-9 by the Village and verified payment instructions.

2. **Effective Date.** The latest date on which this Release is executed by any of the Parties shall be the Effective Date of the Agreement.
3. **Release and Waiver.** In exchange for the consideration described herein, each of the Parties and each of their owners, subsidiaries, partners, employees, representatives, insurers, heirs, assigns, executors, administrators, and any other agents forever release, acquit and discharge the other Parties and their owners, subsidiaries, affiliated corporations and entities, trustees, shareholders, officers, directors, predecessors, successors, partners, employees, representatives, insurers, heirs, assigns, executors, administrators, and any other agents from any and all rights, claims, demands, actions, causes of action, liabilities, damages, compensation, fees, costs, or other claims whatsoever, past and future, in law or in equity, fixed or contingent, known or unknown, suspected or unsuspected, which they may have or claim to have, at any time heretofore has had, or may claim to have in the future, arising out of or related to the Claims as more fully described in the Recitals set forth above (the “Released Claims”). Expressly excluded from the Released Claims are additional costs to remove and replace the concrete foundations (and any and all site restoration costs associated therewith), should a GPRS scan determine that the rebar within has been damaged beyond utility and/or if the structural steel testing of the bolt anchors and welds fail (“Reserved Claims”).
4. **Reserved Claims.** Nothing in this Release should be construed as admission or denial of the need for additional costs described in the Reserved Claims.
5. **Construction of the Agreement.** This Release shall be construed as though mutually drafted and not against any Party because that party drafted the Release.
6. **Representations and Warranties.** The Parties declare that they have read this Release and understand and know the contents thereof, and each person executing this Release represents and warrants that he or she is empowered to do so and hereby binds the respective Party. Each of the Parties further represents and warrants (1) that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action which are the subject matter hereof, and (2) that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any such claims, demands, obligations, or causes of action.
7. **Binding Agreement.** It is agreed that this Release shall be binding upon and inure to the benefit of the heirs, executors, trustees, shareholders, administrators, representatives, successors, insurers, reinsurers, assigns, agents, employees, contractors, governing bodies, and members of the respective Parties.

8. **Entire Agreement.** This Release constitutes the entire agreement between the Parties here to with respect to the resolution of the Released Claims.

9. **Governing Law.** This Agreement is intended to be construed pursuant to the laws of the State of Illinois.

10. **Multiple Counterparts.** This Release may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed when taken together shall constitute one agreement, notwithstanding that the Parties may not be signatories to the same counterpart. This Release and its counterparts may be delivered by email, and such copies shall be binding and deemed original for purposes of implementation and enforcement.

11. **Severability.** If any of the provisions, terms or clauses of this Release are declared illegal, unenforceable, or ineffective in a legal forum, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms and clauses of the Agreement shall remain valid and binding upon all parties.

IN WITNESS WHEREOF, the undersigned, having read the foregoing, fully understanding it and agreeing to the terms, have execute the Release on the dates indicated below

VILLAGE OF ROSCOE, ILLINOIS.

PLACE FOUNDRY DESIGN, PLLC.

 Print Name: _____

 Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____