

THREE-PARTY SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Three-Party Settlement Agreement and Mutual Release (“Agreement”) is entered into as of the ____ day of _____, 2026 (“Effective Date”), by and among:

CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation (“City”);

MCTEAGUE CONSTRUCTION COMPANY, INC., a Florida corporation (“McTeague”); and

CONSOR NORTH AMERICA, INC., an Oregon corporation, as successor by merger to
CONSOR ENGINEERS, LLC (“Conсор”).

The City, McTeague, and Consor may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City and McTeague were parties to Contract No. 20230040 relating to the Abingdon Ave. Sidewalk Project (the “Abingdon Project”);

WHEREAS, Consor provided construction engineering and inspection services in connection with the Abingdon Project pursuant to a separate professional services agreement with the City;

WHEREAS, disputes have arisen among the Parties relating to the Abingdon Project, including without limitation disputes concerning project closeout, acceptance, punchlist work, warranty work, retainage, alleged deficiencies, and claimed damages;

WHEREAS, McTeague has asserted claims against the City in that certain action styled *McTeague Construction Company, Inc. v. City of Port St. Lucie*, including any transferred, amended, or successor action arising from St. Lucie County Case No. 2025-CC-003551 and/or Circuit Court Case No. 2025-CA-002754 (collectively, the “McTeague Litigation”);

WHEREAS, the City and McTeague were parties to Contract No. 20220058 relating to the Selvitz Road Sidewalk Construction Project – LAP Funded (the “Selvitz Project”);

WHEREAS, the City has asserted or may assert claims against McTeague arising out of the Abingdon Project and the Selvitz Project, including claims relating to punchlist work, corrective work, warranty work, delays, deficiencies, or alleged damages;

WHEREAS, the City and McTeague have asserted or may assert claims against Consor arising out of or relating to the Abingdon Project, including claims sounding in contract, negligence, indemnity, contribution, or otherwise;

WHEREAS, the Parties desire to fully and finally compromise, settle, release, and resolve all claims between them as set forth herein, without admission of liability by any Party.

NOW, THEREFORE, in consideration of the mutual promises, covenants, releases, and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 “Abingdon Claims” means any and all claims, demands, causes of action, liabilities, obligations, damages, costs, expenses, attorneys’ fees, losses, contribution claims, indemnity claims, setoffs, defenses, or rights of any kind whatsoever, whether known or unknown, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, that arise out of or relate in any way to:

- (a) the Abingdon Project;
- (b) Contract No. 20230040;
- (c) project administration, inspections, punchlist items, final walkthroughs, closeout, acceptance, warranty, retainage, final payment, or remedial work;
- (d) the McTeague Litigation; or
- (e) any alleged act, omission, condition, defect, delay, cost, or damage relating to the Abingdon Project.

1.2 “Selvitz Claims” means any and all claims, demands, causes of action, liabilities, obligations, damages, costs, expenses, attorneys’ fees, losses, contribution claims, indemnity claims, setoffs, defenses, or rights of any kind whatsoever, whether known or unknown, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, that arise out of or relate in any way to the Selvitz Project, to the extent such claims are between the City and McTeague.

2. SETTLEMENT PAYMENT

2.1 In consideration of the releases and obligations contained herein, Consor shall pay the sum of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$22,500.00) (“Settlement Payment”) to McTeague.

2.2 The Settlement Payment shall be made within ten (10) business days after:

- (a) execution of this Agreement by all Parties; and
- (b) delivery to Consor of a fully executed copy of this Agreement.

2.3 The Settlement Payment shall be made by check payable to:
McTeague Construction Company, Inc.

2.4 The Parties agree that the Settlement Payment constitutes full and complete consideration for the settlement of all claims being released by McTeague herein against the City and Consor, and for the releases being provided by the City as set forth herein.

3. DISMISSAL OF LITIGATION

3.1 Within five (5) business days after receipt of the Settlement Payment, McTeague and the City shall file a joint notice of voluntary dismissal with prejudice of the McTeague Litigation, including all Claims and Counterclaims

4. RELEASE BY CITY IN FAVOR OF CONSOR

4.1 Effective upon McTeague's Dismissal of Litigation as set forth in Article 3, the City, on behalf of itself and its commissioners, officers, employees, agents, representatives, attorneys, departments, divisions, successors, and assigns, hereby fully and forever releases, acquits, and discharges Consor and its parent companies, subsidiaries, affiliates, predecessors, successors, assigns, officers, directors, members, managers, employees, agents, attorneys, insurers, and representatives from any and all Abingdon Claims.

4.2 This release includes, without limitation, any claim by the City against Consor for:

- (a) negligence;
- (b) professional negligence;
- (c) breach of contract;
- (d) indemnity;
- (e) contribution;
- (f) reimbursement;
- (g) declaratory relief;
- (h) equitable subrogation;
- (i) setoff or recoupment; or
- (j) any other theory of recovery arising out of or related to the Abingdon Project.

5. RELEASE BY CITY IN FAVOR OF MCTEAGUE

5.1 Effective upon McTeague's Dismissal of Litigation, the City, on behalf of itself and its commissioners, officers, employees, agents, representatives, attorneys, departments, divisions, successors, and assigns, hereby fully and forever releases, acquits, and discharges McTeague and its predecessors, successors, assigns, officers, directors, employees, agents, attorneys, sureties, insurers, and representatives from:

- (a) any and all Abingdon Claims; and
- (b) any and all Selvitz Claims.

5.2 This release by the City in favor of McTeague is intended to fully and finally resolve any claim the City has or may have against McTeague arising out of or relating to either:

- (a) the Abingdon Project; or
- (b) the Selvitz Project.

6. RELEASE BY MCTEAGUE IN FAVOR OF CITY AND CONSOR

6.1 Effective upon McTeague's receipt of the Settlement Payment, McTeague, on behalf of itself and its predecessors, successors, assigns, officers, directors, employees, agents, attorneys, insurers, and representatives, hereby fully and forever releases, acquits, and discharges Consor

and its predecessors, successors, assigns, officers, employees, agents, attorneys, insurers, and representatives, from any and all Abingdon Claims.

6.2 Without limiting the foregoing, McTeague specifically releases:

- (a) all claims asserted or which could have been asserted in the McTeague Litigation;
- (b) any claim for retainage, final payment, prompt payment interest, damages, delay, disruption, acceleration, inefficiency, extra work, or attorneys' fees arising out of the Abingdon Project; and
- (c) any direct or indirect claim against Consor arising out of Consor's role as CEI on the Abingdon Project.

6.3 Effective upon McTeague's receipt of the Settlement Payment, McTeague, on behalf of itself and its predecessors, successors, assigns, officers, directors, employees, agents, attorneys, sureties, insurers, and representatives, hereby fully and forever releases, acquits, and discharges the City and its predecessors, successors, assigns, officers, employees, agents, attorneys, insurers, and representatives, from any and all Abingdon Claims and/or Selvitz Claims.

6.4 Without limiting the foregoing, McTeague specifically releases:

- (a) all claims asserted or which could have been asserted in the McTeague Litigation; and
- (b) any claim for retainage, final payment, prompt payment interest, damages, delay, disruption, acceleration, inefficiency, extra work, or attorneys' fees arising out of the Selvitz Project.

7. COVENANT NOT TO SUE

7.1 Each Party covenants and agrees that it shall not commence, maintain, prosecute, assist, or voluntarily participate in any claim, lawsuit, administrative proceeding, arbitration, demand, or action against any released Party based upon or arising out of the claims released by this Agreement. This Agreement does not prohibit the City from taking any action under Chapter 35 of the City's Code of Ordinances, relating to its internal finance and purchasing policies.

7.2 If any released claim is asserted in violation of this Agreement, the Party asserting such claim shall be responsible for all attorneys' fees and costs incurred by the released Party in obtaining dismissal, enforcement, or other relief.

8. NO ADMISSION OF LIABILITY

8.1 This Agreement is a compromise of disputed claims and shall not be construed as:

- (a) an admission of liability,
- (b) an admission of fault,
- (c) an admission of wrongdoing, or
- (d) evidence of the validity or invalidity of any claim or defense.

8.2 Each Party expressly denies liability and enters into this Agreement solely to avoid the burden, expense, uncertainty, and distraction of further dispute.

9. REPRESENTATIONS AND WARRANTIES

9.1 Each Party represents and warrants that:

- (a) it has full authority to enter into this Agreement;
- (b) the person signing below is authorized to bind that Party;
- (c) it has not assigned any claim released herein to any third party; and
- (d) it enters into this Agreement voluntarily and after opportunity to consult counsel.

10. PUBLIC RECORDS / PUBLIC ENTITY MATTERS

10.1 The Parties acknowledge that the City is a public entity subject to Chapter 119, Florida Statutes, and other applicable public records and open government laws. Nothing in this Agreement shall be construed to require the City to violate Florida law.

10.2 To the extent approval by the City Council or any other City authority is required, the City's obligations under this Agreement shall be contingent upon such approval. The City shall use reasonable efforts to obtain any required approval promptly.

11. GOVERNING LAW AND VENUE

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.2 Venue for any action to enforce or interpret this Agreement shall lie exclusively in St. Lucie County, Florida.

12. ATTORNEYS' FEES

12.1 In any action arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including those incurred at trial, on appeal, and in post-judgment proceedings.

13. ENTIRE AGREEMENT

13.1 This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, proposals, communications, and understandings, whether oral or written.

13.2 This Agreement may not be amended except by a written instrument executed by all Parties.

14. COUNTERPARTS; ELECTRONIC SIGNATURES

14.1 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.2 Signatures transmitted electronically or in PDF format shall be deemed original signatures for all purposes.

15. EFFECTIVE DATE

15.1 This Agreement shall become effective on the date it is fully executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Name: _____
Title: _____
Date: _____

MCTEAGUE CONSTRUCTION COMPANY, INC.

By: Michael H McTeague
Name: Michael McTeague
Title: president
Date: 7/1/26

CONSOR NORTH AMERICA, INC.

Signed by:
By: David Bowden
Name: David Bowden
Title: EVP, Director
Date: 6/25/2026 | 8:53:40 AM EDT