

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is made between the following Parties:

Dobco Inc. ("Dobco")
1 Geoffrey Way
Wayne, NJ 07470

- and -

County of Passaic ("County")
County Administration Bldg.
401 Grand Street
Paterson, NJ 07505

WHEREAS, on or about May 7, 2019, Dobco was awarded a contract by the County for \$16,105,000.00 to construct a project commonly referred to as the New Department of Public Works located at 1310 Route 23 North, Wayne, NJ (hereinafter "Project");

WHEREAS, on November 15, 2022, Dobco filed an action in Superior Court entitled, *Dobco, Inc. v. County of Passaic*, Docket No.: PAS-L-2776-22 ("Action") seeking alleged damages arising from the Project;

WHEREAS, the County defended the Action and denied the claims;

WHEREAS, in the interest of avoiding the expense and inconvenience of litigation, the Parties have negotiated the following terms of settlement; and

NOW, THEREFORE, it is hereby agreed:

- 1. Settlement.** The County agrees to pay Seven hundred thirty thousand dollars (\$730,000.00) (hereinafter "Settlement Amount") to Dobco within thirty (30) days of the Effective Date of this Agreement in full and final settlement of all claims relating to the Action and/or the Project. If Dobco provides the County with their banking information the County will pay them by ACH payment. Otherwise, payment may be made to Dobco by check.
- 2. Commission Approval Required.** This Agreement is subject to approval by the Commissioners of the County of Passaic ("Commissioners") and shall be null and void unless approved by formal action of the Commissioners at a duly convened meeting.

- 3. Effective Date.** This Agreement will take effect when the Commissioners have approved this Agreement as per ¶ 2 above and all Parties have executed and exchanged their signatures to this Agreement (“Effective Date”).
- 4. Dismissal of Action.** Upon the County’s payment of the Settlement Amount as provided in ¶ 1 above, the Action shall be dismissed with Prejudice.
- 5. Release by Dobco.** With the exception of the right to enforce this Agreement, Dobco does hereby forever release the County, its past and present Commissioners, officers, employees, Project consultants and attorneys from any and all demands or claims of any nature, whether known, asserted, unknown, or unasserted, relating to the Action and/or the Project. For purposes of this provisions, “Project consultants” means anyone that supplied services on behalf of the County in connection with the Project including design, testing, building, and management. Project consultants includes, but is not limited to, Cumming Construction Management, Inc. and Coppa Montalbano Architects.
- 6. Release by the County.** With the exception of the right to enforce this Agreement and any warranties relating to the Project, the County does hereby forever release Dobco, its past and present owners, officers, employees, and attorneys from any and all demands or claims of any nature, whether known, asserted, unknown, or unasserted, relating to the Action and/or the Project.
- 7. No Admissions.** Neither Party makes any admissions in connection with entering into this Agreement.
- 8. No Modification and/or Discharge unless Written.** This Agreement may not be changed, altered, or modified except in a writing signed by the Parties.
- 9. Severability.** If any of the provisions of this Agreement are determined to be invalid under any applicable state or federal laws or by an order of a Court having legal and appropriate jurisdiction over this matter, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable, and shall remain in full force and effect.
- 10. Binding.** This Agreement is binding on each of the Parties’ respective assigns, heirs, successors-in-interest, agents, attorneys, officers, members, shareholders, and partners.
- 11. Independent Legal Counsel.** Each Party has had the opportunity to seek the assistance of his/her/its own independent legal counsel to assist with reviewing and negotiating this Agreement and has chosen to enter into this Agreement without reservation over the meaning or legality of it. This Agreement shall be given a neutral construction, such that it shall not be construed in favor of or against any Party to this Agreement by reason of the extent to which any Party or its counsel participated in the drafting hereof.
- 12. Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same

Agreement. The signatures to this Agreement can be exchanged digitally as PDF attachments to e-mail, and the digital signatures shall be treated as though they were originals.

13. Authorized Signatures Required. By signing this Agreement, the representatives of the Parties hereto warrant and represent that he/she are properly authorized to enter into this Agreement, that he/she has read the foregoing Agreement and has executed the same freely on behalf of the Party.

Dobco Inc.

County of Passaic

By: _____
Daniel Mladenovic, *President*

By: _____
Nadege Allwaters, *County Counsel*

Dated: _____

Dated: _____