

Note: These minutes are not official until approved by the Public Building Commission at a subsequent meeting. Please refer to the meeting minutes when these minutes are approved to obtain any changes to these minutes.



DEKALB COUNTY PUBLIC BUILDING COMMISSION

A MUNICIPAL CORPORATION AND BODY POLITIC ORGANIZED PURSUANT TO THE "PUBLIC BUILDING COMMISSION ACT." ILLINOIS REVISED STATUTES 1977 CHAPTER 85, SECTION 1031 THROUGH SECTION 1054 AND CURRENTLY UNDER ILLINOIS COMPILED STATUTES 50 ILCS 20/1 et seq.

MEETING OF TUESDAY, AUGUST 6, 2019

A regular meeting of the Board of Commissioners of the DeKalb County Public Building Commission (hereinafter "Commission") was held Tuesday, August 6, 2019, at 8:30 a.m. in the Community Outreach Building's Conference Room West in DeKalb, Illinois pursuant to written notice to each Commissioner as required by the By-Laws.

ROLL CALL

Chairman Matt Swanson called the meeting to order at 8:30 a.m. and requested the Secretary to call the roll. Those Commissioners present were Mr. Mike Larson, Vice Chairman Larry Lundgren, Ms. Cheryl Nicholson, Mr. Chuck Shepard, and Chairman Matt Swanson. A quorum was established with all five Commissioners present.

Others that were present included: Commission Treasurer Gary Hanson, County Facilities Management Director Jim Scheffers, Mr. John Heimbach with Larson & Darby, Mr. Jeff Blanck, Megan Simon, Chrissy Vasquez, and Kris Jones with Ringland-Johnson Construction, Nursing Home Maintenance Supervisor Steve O'Bryan, DeKalb County Chief Civil State's Attorney David Berault, Jeff Whelan, and Commission Secretary Tasha Sims.

APPROVAL OF AGENDA

Ms. Nicholson moved to approve the agenda. Mr. Shepard seconded the motion and it was approved unanimously by voice vote.

APPROVAL OF MINUTES

Mr. Larson moved to approve the minutes for the Tuesday, July 2, 2019 meeting with two minor identified corrections. Mr. Lundgren seconded the motion and it was carried unanimously.

PUBLIC COMMENTS

There were no comments from the public.

NURSING HOME EXPANSION PROJECT

Project Update

Mr. Jeff Blanck, Project Manager/Site Superintendent for Ringland-Johnson Construction, joined the Commissioners to provide an update on the Expansion Project. Mr. Blanck shared there isn't look much currently happening for the interior remodeling at the moment. There is still some low-voltage work continuing for the Nurse Call System. There additionally has been some continuation with the sound panels going above the Building A Nurse Station, as the traffic flow around the Nurse Station allows. Not a whole lot more has been going on as far as the interior remodeling until they receive the approval from IDPH or know whether or not they need an IDPH inspection to move forward.

As far as the TCU Addition, the foundation should be wrapped up by this week. The masonry is set up to start later this week as well on some of the interior walls.

The Activity Center has been backfilled. The plumber has done his tie-in for the sanitary within the building and rough-ins to the bathrooms and janitor's closet and starting out into the Activity Center is in progress. The plumbing is just waiting to be inspected.

With the anticipation of having the backfill and electrical underground scratched in over the top of the slab preparation, the next part of the project will be to prepare the final slab preparation and pour the slab next week, Mr. Blanck reported.

When the Excavator finished with the TCU work, he moved over to the South West Kitchen and excavated for the foundation there. Those footings will be poured today with the walls to follow. The Excavator will be moving onto the Boiler House Addition next. The grease traps were set and completed on Monday. The anticipation is that by the end of the week that the Boiler House Addition and the South West Kitchen foundations will be poured.

Jumping back to the Activity Center, the plumbing rough-in that goes underground, that runs from near the Janitor's Closet and the existing tie-in runs to the Activity Center and branches off and goes to the two Serving Kitchens, are the areas that are in question (as discussed last meeting) on whether or not three compartment sinks are needed. Those discussions continue to be in the works, Mr. Blanck explained.

Vice Chair Lundgren inquired about the sizing of the plumbing. Mr. Blanck answered that the primary size is 4 inch all the way through the Activity Center and ties into 6-inch pipe in the hallway. There are cleanouts at all direction changes. The grease traps are 1,000 gallons with a 4-inch pipe going in and a 4-inch pipe going out into the main sanitary.

Mr. Heimbach reexplained that as part of the project design we are adding a Serving Kitchen to each of three dining rooms. The intention of these Serving Kitchens is to replace the temporary serving stations that are set up inside the dining rooms for serving each meal. Additionally, the kitchens are designed to add simple supplemental items to the regular menu items, and each kitchen has a limited capability for light cooking. There are no provisions for washing pots and pans or dishes in these kitchens and the desired menu items do not generate any grease issues. The meals are prepared in the main kitchen and delivered to these kitchens in warming carts.

The State Plumbing Inspector is stating that if we are cooking at all in these serving kitchens, he will require a three-compartment sink in each kitchen. Mr. Heimbach explained that multiple agencies have looked at the drawings and okayed them and he also did a larger Nursing Home Facility in Peoria that had this same set-up and it was okay. There is not physically room to put a three-compartment sink in the Serving Kitchens. Mr. Heimbach got back in touch with the state plumbing inspector and asked if he would consider a variance with the understanding that these Serving Kitchens do not function independently and are intended as extensions of the main kitchen with limited functions. Mr. Heimbach hadn't heard back yet but the request for the variance will have to go to the IDPH Plumbing State Office in Springfield.

Change Order Request

The Commissioners were provided with the updated Change Order Proposal Log. Mr. Blanck explained that the items in white are ongoing issues that are under review, the gray rows are items that have been previously discussed and approved, and the items up for discussion currently were in yellow.

Mr. Heimbach and Mr. Blanck reviewed the following Potential Change Order requests with the Commissioners for their approval:

PCO #17:
(Item #31) Mr. Blanck explained that PCOs #8 & #10 were both addressing changes that should have been part of the original scope of work. They were listed on the Change Order Log as Scope Gap items and included as part of the Construction Contingency. The typical fees associated with a scope change were not appropriate with these changes. The dollars related to these fees (Insurance, Bond & Profit) are being added back into the Construction Contingency and now are a credit of (\$1,549.41).

PCO #18:
(Items #34) During final on-site layout and the revisions for the perimeter fire loop, it was determined that the planned relocation of the exiting fire hydrant would not be necessary. The costs associated with this relocation are included with PCO #23 and now are a credit of (\$6,565.32).

PCO #19:
(Item #26) Addendum #2 includes drawings to remove dormers above each Dining Room as well as removal of a window wall in the Dining Rooms opposite the new Serving Kitchens. During bidding, the contractor did not interpret the windows as new and did not include them in his pricing. Each Dining Room in the facility originally had two walls of full height windows looking out onto the courtyards. With our renovation, one wall of these window walls is blocked because of the addition of a new Serving Kitchen. The other wall of windows remained as is, preserving the view to the courtyard. Mr. O'Bryan asked during bidding to remove the windows in this second wall and replace them with smaller windows to provide a better weatherproof condition. The existing wall construction at these window walls had water leakage and condensation issues that could be solved by replacing the window wall and the associated dormer above them with a roof modification and smaller windows. Addendum #2 included a wall section showing demolition at each condition and a new wall section showing the new construction. This addendum also included an existing building elevation at these locations showing what was to be demolished and a new building elevation that showed the new construction including the new windows. The subcontractor did not interpret these windows as new and consequently he did not price new windows at these locations even though he did acknowledge receipt of this addendum. Currently, the contractor is preparing pricing to add 3 wood windows at each of the three Dining Rooms. As these items were clarifications during the bid process, Mr. Blanck and Mr. Heimbach are suggesting that they are included as a scope gap item and included in the construction contingency. This change order would be at a cost of \$37,915.00.

There were further discussions on what Addendum #2 showed and why the contractor did not interpret the three drawings to include roofing, windows, trim and brickwork as new and consequently, did not include this pricing in their bids. Ms. Nicholson requested to review Addendum #2 before proceeding forward with a decision on this PCO. The Commission agreed to place this PCO on HOLD.

PCO #20:
(Item #19) This was to install roof structure and roofing to enclose two existing skylights at the northwest corner of the existing courtyard. The penetrations through the roof occur above what will become interior space. Mr. Heimbach expressed to the Commission that these were just not on the drawings. He is now requesting to add this work to the project at a cost of \$8,602.65. Mr. Heimbach noted that architect fees are not added to change orders where it was at the fault of him leaving something out of the drawings, like this one.

PCO #21:
(Item #32) In order to provide a more durable operating condition for the doors in the new and renovated areas, Mr. O'Bryan asked for continuous hinges for each door leaf. During the bidding process, the hardware consultant to Larson & Darby provided an incorrect and updated hardware schedule that changed these hinges back to a typical butt hinge. This

change was not discovered until they were reviewing the final hardware selections prior to ordering. The continuous hinges are more expensive than the butt hinges both in terms of material cost and labor to install. Mr. Heimbach reviewed the material costs with Allegion (the hardware consultant and also parent company for the hardware manufactures) to verify their commended list price against the proposed pricing from the hardware supplier (Doors Inc.). The pricing from the hardware supplier is consistent with the pricing from Allegion and matches pricing from the original bid pricing last fall at a cost of \$14,459.96.

PCO #22:
(Item #11) The city zoning department wanted additional landscape buffer between the addition and the walking path. The landscape revisions went under review to incorporate several existing designated memorial trees into the plan to replace the proposed new trees. They were also looked at to reduce the number of trees and plantings. Currently, the revised draws showing located trees and reduced plantings came back at a total of \$10,450.88. Vice Chair Lundgren and Mr. Shepard both questioned the actual need for these extra plantings. Mr. Shepard expressed that he believes the City of DeKalb could waive these landscaping revisions and offered to speak to the city about it himself. The Commission agreed to put this PCO on HOLD.

PCO #23:
(Item #33) During the final review of the door hardware, adjustments were made to the keying of the latch systems, they added and removed some miscellaneous hardware items on selected doors, and upgraded 10 latches to a more durable latch system. Mr. Heimbach reviewed the material costs with Allegion against the proposed pricing from the hardware supplier (Doors Inc.). The pricing from the hardware supplier is consistent with the pricing from the original bid in the amount of \$6,944.67.

Mr. Shepard moved to approve PCO #17, PCO #18, PCO #20, PCO #21, and PCO #23 totaling \$21,892.55 and further moved to hold PCO #19 and PCO #22 until further review and discussions. Ms. Nicholson seconded the motion and it was carried unanimously by the Commission.

UPCOMING CHANGE ORDERS

Mr. Blanck reviewed the following upcoming change orders with the Commissioners:

Item #12: *Install door to Soiled Utility Room 225 from main corridor.* The owner requested a second door to the Soiled Utility Room from the main corridor to replace a door that was removed for the new layout. This second door will provide easier access to the Soiled Utility Room from the Nurse Station. The renovated Soiled Utility Room is being expanded from its original size to incorporate the adjacent existing Linen Room for the purpose of creating space to store soiled linen carts that are currently being stored in the staff corridor. The original design intent was to rely on the existing door off of the staff corridor for primary access to the expanded Soiled Utility Room. The door that is being proposed was left off the plans in order to leave more room for soiled carts inside the expanded Soiled Utility Room. Pricing for this item is currently in progress.

Item #18: *Provide and install a new floor drain in existing Mechanical Room 128.* The owner requested a new floor drain to be installed in this Mechanical Room. The drain will allow a better option to remove water from the floor when the pumps are undergoing repair or maintenance. Selecting floor drain cut sheets is currently in review. Underfloor work in the adjacent Salon is completed to allow this drain to be installed without interrupting operation of rooms adjacent to the Mechanical Room.

- Item #20: *Remove existing dormers above CVS Dining Room and patch roof to match new roof condition at other three existing dining rooms.* The owner requested the removal of these two dormers to be included within the scope of this project. There are currently 8 dormers at the facility, 2 above each dining room. Six of the dormers are being removed with the current renovation and the request is intended to make all of the dining rooms consistent. Drawings are in progress to provide the basis of pricing for this work and serve as the basis for the dormer removal and subsequent roof repair.
- Item #24: *Extend New Finishes Beyond Current Project Scope.* The new wall finishes are limited to only new renovated areas around the Nurse Stations. Extending these finishes down the corridors to cross-corridor door locations will provide a cohesive appearance to the renovation of the Nurse Stations. The owner has requested pricing to extend corridor impact panel wainscot and handrails as well as wall paint going down corridors from the Nurse Stations to cross-corridor doors. This work represents approximately 180 lineal feet of wall at each Nurse Station. Drawings are currently in progress to provide the basis of pricing for the work.
- Item #27: *Lobby 101, Changing Automatic Door from Sliding to Swinging.* Vestibule 101 originally included the installation of a new automatic swinging door at the inside wall and relocating the existing exterior automatic sliding door to the outside wall. Mr. O'Bryan requested the replacement of the relocated sliding door with a new automatic swinging door to match the new interior automatic swinging door for safety-related issues. The contractor has been provided with specifications of the new automatic swinging door to match the automatic swinging door at the inside wall. The contractor is preparing pricing for this change.
- Item #28: *Fire Extinguisher Cabinet.* The new fire extinguisher cabinets were intended to match the existing fire extinguisher cabinets. The product specified for pricing is slightly smaller and the lettering on the face of the cabinets is oriented differently than the existing. Mr. Heimbach is suggesting a change to match the existing cabinets. The supplier is currently preparing pricing to change to a cabinet model that matches the existing fire extinguisher cabinets.
- Item #29: *Serving Kitchens, Additional Plumbing Fixtures.* The state plumbing inspector is requiring the addition of a three-compartment sink in each Serving Kitchen. As part of the project design we are adding a Serving Kitchen to each of three dining rooms. The intention of these Serving Kitchens is to replace the temporary serving stations that are set up inside the dining rooms for serving each meal. Additionally, the kitchens are designed to add simple supplemental items to the regular menu items, and each kitchen has a limited capability for light cooking. There are no provisions for washing pots and pans or dishes in these kitchens and the desired menu items do not generate any grease issues. The meals are prepared in the main kitchen and delivered to these kitchens in warming carts. This Serving Kitchen has been successfully implemented at other nursing homes in Illinois and has been a benefit fit for the residents. The layout has been reviewed and approved with the state regulatory agencies as well as DeKalb Building Department and approved without a three-compartment sink. The State Plumbing Inspector is stating that if we are cooking at all in these serving kitchens, he will require a three-compartment sink in each kitchen. I have asked if he will consider a variance with the understanding that these Serving Kitchens do not function independently and are intended as extensions of the main kitchen with limited functions. The request for a variance will have to go to the IDPH Plumbing state office in Springfield.

- Item #30: *Addendum #4, Finishes to Room 251K.* Addendum #4 includes a clarification describing finishes in Dining Room 251, but the finishes for the adjacent Serving Kitchen 251K are missing off the revised Finish Schedule. Each of the three Dining Rooms is to have new flooring and new wall finishes and repair of surfaces adjacent to new construction. Each of the three Dining Rooms has a new Serving Kitchen addition that are also to have new finishes. The original base bid documents included finishes for two of the three Dining Rooms and all three Serving Kitchens. Addendum #4 picked up the new finishes for this missing Dining Room 251, but at the same time inadvertently dropped the finishes in the adjacent Serving Kitchen 251K. Contractor did not include pricing for finishes in Serving Kitchen 251K. The contractor is preparing pricing to add finishes to Serving Kitchen 251K. As these items were clarifications during the bid process, we are suggesting that they are included as a scope gap item and included in the construction contingency.
- Item #35: *Undercutting for Unsuitable Soils.* During the excavation for the footings for the TCU addition, they uncovered areas of wet clay that are inadequate for bearing for the building foundations. The excavator along with the testing agency had to remove this wet clay and replace it with gravel to provide a more suitable bearing condition. During the design phases, they had several soil borings performed in the areas of the building addition to determine the soils and verify the stratification of differing soil conditions. They were able to anticipate some of the areas where additional work would be necessary, but the extent of the remedial work was difficult to determine prior to excavation. The work was performed in conjunction with the construction of the foundations and the contractor is assembling pricing related to the quantities of imported structural fill necessary to meet the foundation bearing requirements.

EXECUTIVE SESSION

Mr. Shepard made a motion to go into Executive Session at 9:36 a.m. for the purpose of discussing Pending, or Probable or Imminent Litigation provided for in 5 ILCS 120/2(c)(11). Ms. Nicholson seconded the motion and it was approved unanimously by a 5-0-0 roll call vote. Those Commissioners voting yea were Mr. Larson, Vice Chair Lundgren, Ms. Nicholson, Mr. Shepard, and Chairman Swanson. None were opposed and no one was absent.

The Commission returned to the Open Meeting at 9:53 a.m.

APPROVAL OF SETTLEMENT AGREEMENT

Mr. Shepard moved to approve the Settlement Agreement (attached) with Panel-Built in Case No. 11CH459. Ms. Nicholson seconded the motion. The motion carried unanimously by a 5-0-0 roll call vote. Those Commissioners voting yea were Mr. Larson, Vice Chair Lundgren, Ms. Nicholson, Mr. Shepard, and Chairman Swanson. None were opposed and no one was absent.

COURTHOUSE PROJECT UPDATE

Mr. Hanson noted that there really is a short update because the State's Attorney's Office and Dewberry Architects have been unable to come to agreements on the contract to build-out the third floor of the Courthouse. Dewberry is not accepting any accountability or liability on the project through drafts so far. If an agreement isn't reached soon, they will go back out for RFP for a new Architect on the project.

OLD BUSINESS / NEW BUSINESS

None.

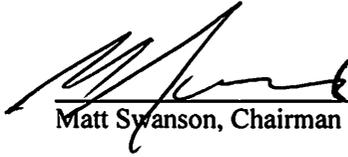
NEXT MEETING DATE

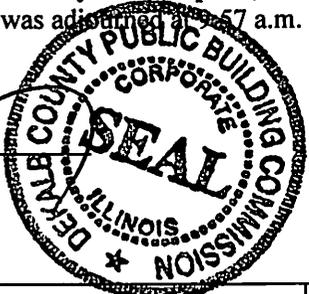
The next Public Building Commission Meeting was scheduled for Tuesday, September 3rd at 8:30 a.m. at the Community Outreach Building's Conference Room West.

Note: These minutes are not official until approved by the Public Building Commission at a subsequent meeting. Please refer to the meeting minutes when these minutes are approved to obtain any changes to these minutes.

ADJOURNMENT

A motion to adjourn was made by Mr. Shepard, seconded by Ms. Nicholson and was approved unanimously. The meeting was adjourned at 5:57 a.m.


 Matt Swanson, Chairman




 Tasha Sims, Secretary

<u>Commissioners</u>	<u>Expiration of Term</u>	<u>Office</u>	<u>Original Appointment</u>
Mr. Mike Larson	September 30, 2020	Commissioner	November 17, 2010
Mr. Larry Lundgren	September 30, 2019	Vice Chairman	April 2, 2010
Ms. Cheryl Nicholson	September 30, 2023	Commissioner	August 19, 2015
Mr. Charles Shepard	September 30, 2021	Commissioner	October 1, 2011
Mr. Matt Swanson	September 30, 2022	Chairman	September 19, 2007
<u>Non-Voting Officers</u>			
Ms. Tasha Sims	September 30, 2019	Secretary	October 4, 2016
Mr. Gary H. Hanson	September 30, 2019	Treasurer	February 18, 1984

Note: These minutes are not official until approved by the Public Building Commission at a subsequent meeting. Please refer to the meeting minutes when these minutes are approved to obtain any changes to these minutes.

**IN THE CIRCUIT COURT OF THE 23rd JUDICIAL CIRCUIT
COUNTY OF DEKALB, ILLINOIS**

PANEL BUILT, INC., a Georgia corporation)	
)	
Plaintiff,)	
v.)	
)	No. 11 CH 459
DEKALB COUNTY, ILLINOIS, DEKALB)	
COUNTY PUBLIC BUILDINGS)	
COMMISSION and AGGRESSIVE)	
INDUSTRIAL STRUCTURES, a Minnesota)	
Corporation)	
Defendants,)	

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between PANEL BUILT, INC., a Georgia corporation (hereinafter “PANEL BUILT” or “Plaintiff”) and the COUNTY OF DEKALB, ILLINOIS, an Illinois municipal corporation and the DEKALB COUNTY PUBLIC BUILDINGS COMMISSION (hereinafter collectively “DEKALB COUNTY”), effective upon the following recitals and understandings and upon the date of last signature below:

1. WHEREAS, a lawsuit was filed by Plaintiff PANEL BUILT on August 16, 2011 against DEKALB COUNTY and AGGRESSIVE INDUSTRIAL STRUCTURES (“AIS”) in regard to the building of a shelving system at the DEKALB COUNTY Community Outreach Building in DeKalb, Illinois. This lawsuit alleged, among other things, that DEKALB COUNTY had failed to obtain proper bonds when it contracted with AIS to build and install the subject shelving system, which was then subcontracted by AIS to PANEL BUILT. Plaintiff completed its work on the storage system and following DEKALB COUNTY’s payment to AIS, payment was not made by AIS to PANEL BUILT. On December 19, 2015, the Trial Court granted Summary Judgment in regard to Count II of Plaintiff’s Second Amended Complaint (“Breach of Contract – Third Party Beneficiary under Bond Act”) and awarded \$54,240.21 in damages, which was tendered to Plaintiff on or about January 7, 2015. Thereafter, the case went through two subsequent appeals (*Panel Built, Inc. v. De Kalb County*, 2016 IL App (2d) 150574-U and *Panel Built, Inc. v. De Kalb County*, 2019 IL App (2d) 180334) on further remaining issues. It was most recently remanded to the Circuit Court on April 12, 2019 for a second time wherein the

Appellate Court affirmed a sanctions award of \$31,907.79 while remanding for consideration of further sanctions.

2. This above described case was filed in the Twenty-Third Judicial Circuit, DeKalb County, Illinois, and titled as PANEL BUILT, INC., a Georgia corporation vs. DEKALB COUNTY, ILLINOIS, and DEKALB COUNTY PUBLIC BUILDINGS COMMISSION, AGGRESSIVE INDUSTRIAL STRUCTURES a Minnesota Corporation; Case No. 11 CH 459 (hereinafter the "Subject Litigation").

3. That in consideration of the mutual promises and other consideration set forth herein, PANEL BUILT and DEKALB COUNTY intend to settle any and all claims, causes of action, damages, and demands, of whatever nature, arising between them concerning, relating to or arising out of the matters raised in the Subject Litigation.

4. WHEREAS, the parties wish to resolve the lawsuit and the Plaintiff's claims without the expense and uncertainty of continuing litigation.

5. WHEREAS the parties desire that all of their alleged claims be immediately settled and set to rest upon the terms and conditions set forth herein.

6. WHEREAS the parties understand that this settlement is a compromise of a disputed claim, and that the settlement and payment are not to be construed as conceding any defense, or as an admission of liability, fault or error in the actions taken on the part of DEKALB COUNTY, by whom such liability, fault or error is expressly denied.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

7. Each of the foregoing paragraphs are incorporated herein as if set forth fully in this paragraph seven (7) in detail.

8. That for and in consideration of the payment of the total sum of Ninety Thousand Dollars and zero cents (\$90,000.00), (hereinafter "Settlement Amount"), in addition to the previously awarded amount of \$31,907.79, Plaintiff PANEL BUILT, on behalf of itself, its agents, officers, employees, attorneys, estates, affiliates, administrators, successors and assigns, hereby fully and forever unconditionally release and discharge the COUNTY OF DEKALB, ILLINOIS, an Illinois municipal corporation and the DEKALB COUNTY PUBLIC

BUILDINGS COMMISSION, and their assigns, successors, predecessors, affiliated entities, board members (past, present and future), officers, directors, employees and agents, attorneys, and all other related persons, firms, corporations and entities, of and from any and all actions, causes of action, claims or demands, at law or in equity, for damages, attorney's fees, costs, expenses, compensation, incidental or consequential damages, or any other thing whatsoever on account of, or in any way growing out of the events described within the Subject Litigation.

9. This Agreement shall be binding upon and shall inure to the benefit of PANEL BUILT, INC., a Georgia corporation and the COUNTY OF DEKALB, ILLINOIS, an Illinois municipal corporation and the DEKALB COUNTY PUBLIC BUILDINGS COMMISSION, including all their respective past, present and future officers, directors, shareholders, board members (past, present and future), parents, subsidiaries, affiliates, agents, servants, employees, heirs, transferees, successors, assigns, trustees, and representatives.

10. Upon the execution of this Settlement Agreement, Plaintiff PANEL BUILT shall cause DeKalb County Circuit Court Case No. 11 CH 459, to be dismissed with prejudice. The Circuit Court of DeKalb County shall retain jurisdiction in case number 11 CH 459 to enforce the terms of this Settlement Agreement.

11. That within thirty (30) days of execution of the Settlement Agreement, DEKALB COUNTY shall issue payment of the Settlement Amount and the previously awarded amount of \$31,907.79 to: Panel Built, Inc. and Bryce, Downey & Lenkov, LLC, which shall be mailed to Bryce, Downey & Lenkov, LLC, 200 North LaSalle Street, Suite 2700, Chicago, Illinois 60601.

12. That the payment of settlement and entry of an Order for Dismissal constitutes a full and complete remedy to the arguments raised and relief sought in the Plaintiff's Complaint(s) and subsequent Appellate filings.

13. PANEL BUILT affirms that all expenses resulting from the Subject Litigation have been paid by PANEL BUILT, or will be paid by PANEL BUILT, including any and all liens of any type, including, but not limited to attorney liens. Further, PANEL BUILT agrees that that it is responsible for payment and satisfaction of any and all liens and expenses relative to this cause of action against DEKALB COUNTY and PANEL BUILT hereby represents that they will resolve and discharge all such liabilities upon receipt of the aforementioned sums and shall individually INDEMNIFY, DEFEND AND HOLD HARMLESS DEKALB COUNTY and their agents, representatives, Board Members, attorneys and employees for any and all attempts by

any person or entity to levy upon them such liens or encumbrances, including any and all reasonable costs, fees and interest incurred.

14. A waiver by a party of a breach of any provision hereof does not constitute a waiver of any succeeding breach of the same or any such provision nor constitute a waiver of the responsibility or obligation itself.

15. If any provision of this Agreement is held to be invalid or unenforceable, then, to the extent that such invalidity or unenforceability shall not deprive either party of any material benefit intended to be provided by this Settlement Agreement, the remaining provisions of this Settlement Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

16. PANEL BUILT hereby acknowledges and assumes all risk, chance or hazard that the claimed damages may be or become greater, or more extensive than is now known, anticipated or expected. No promise or inducement that is not herein expressed has been made to Plaintiff in executing this Settlement Agreement. PANEL BUILT does not rely upon any statement or representation made by any person, firm or entity, hereby released, or any agent, expert, or any other person representing them, concerning the nature, extent or duration of said damages or losses or the legal liability therefore.

17. The parties expressly acknowledge that they have at all times relevant hereto, been represented by legal counsel and that the parties have consulted their attorneys concerning the execution and acceptance of the Settlement Agreement and understand their respective rights and obligations hereunder.

18. It is expressly understood and agreed by the parties that this Settlement Agreement may be pleaded as a complete defense to any action or proceeding against any of the subject parties brought or maintained by any of the parties to the Settlement Agreement arising out of the Subject Litigation.

19. All parties expressly acknowledge that they have participated in the drafting of the Settlement Agreement. Accordingly, the language contained within and comprising the substance of the Agreement shall not be presumptively construed either in favor of or against any party on the grounds that said party drafted the Settlement Agreement.

20. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any dispute regarding the Settlement Agreement shall be

adjudicated in the court located in DeKalb County, Illinois. All parties hereby consent to the personal jurisdiction of such court.

21. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements either written or oral.

22. The persons executing this Settlement Agreement represent and warranty that they have the authority to execute this Settlement Agreement.

23. This Settlement Agreement may be executed in Counterpart, each of which shall be an original and all of which together shall constitute one and the same agreement.

IN WITNESS THEREOF, the parties hereby execute this Settlement Agreement.



Matt Swanson, DeKalb County
Public Building Commission Chairman

Mike Kiernan, President, Panel Built, Inc., a
Georgia corporation

Date: 8.6.19

Date: _____



Tasha Sims, DeKalb County
Public Building Commission Secretary

Notary:

adjudicated in the court located in DeKalb County, Illinois. All parties hereby consent to the personal jurisdiction of such court.

21. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements either written or oral.

22. The persons executing this Settlement Agreement represent and warranty that they have the authority to execute this Settlement Agreement.

23. This Settlement Agreement may be executed in Counterpart, each of which shall be an original and all of which together shall constitute one and the same agreement.

IN WITNESS THEREOF, the parties hereby execute this Settlement Agreement.

Matt Swanson, DeKalb County
Public Building Commission Chairman

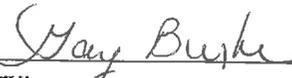


Mike Kiernan, President, Panel Built, Inc., a
Georgia corporation

Date: _____

Date: 8/5/2019

Tasha Sims, DeKalb County
Public Building Commission Secretary



Notary: Gay Burke

