

## MODIFICATION TO SETTLEMENT AGREEMENT

This Modification to Settlement Agreement is entered into by and among the Board of Education of Gavin School District #37, Lake County, Illinois ("Owner"), Boller Construction Company, Inc. ("Contractor") and Legat Architects, Inc. ("Architect"), this \_\_\_\_\_ day of August, 2009.

### Recitals

- A. Architect designed and Boller Construction ("Contractor") constructed Gavin Central School ("School") for Owner, completing construction in 1996.
- B. In 2004, issues and concerns arose regarding the long span wood trusses at the School.
- C. On November 1, 2005, Owner, Contractor and Architect entered into a written Settlement Agreement (the "Settlement Agreement") under which Architect agreed to provide inspections of the long span wood trusses at the School without any cost to Owner on the following schedule: six month anniversary of completion; one year anniversary of completion; two year anniversary of completion; three year anniversary of completion; five year anniversary of completion; ten year anniversary of completion; and twenty year anniversary of completion.
- D. Owner and Architect all agree that it would be in their mutual interest to conduct more frequent annual inspections of the long span wood trusses at the School. Accordingly, the parties agree as set forth below.

## Terms and Conditions

1. The parties all mutually agree to modify paragraph 4 of the Settlement Agreement to add additional annual inspections until the ten year anniversary of completion. Accordingly, additional inspections will be conducted at the four year anniversary of completion; six-year anniversary of completion; seven-year anniversary of completion; eight-year anniversary of completion; and nine-year anniversary of completion, as well as at the previously-agreed five-, ten-, and twenty-year anniversaries of completion. Upon the completion of the ten-year anniversary inspection, Architect will have inspected each of the long span wood trusses.

2. The parties agree that all of these additional inspections shall continue to be governed by the terms and conditions of the Settlement Agreement, including but not limited to paragraph 4 of the Settlement Agreement.

3. The additional inspections shall be at Architect's expense without any charge to Owner, and any necessary repairs shall be performed by Architect and Contractor without any charge to Owner.

4. Contractor shall have no obligation as to the performance, scope, and frequency of inspections to be performed by Architect hereunder. Contractor's sole obligation shall be to perform repairs as set forth in the Settlement Agreement.

5. Owner shall provide Architect and Contractor with reasonable access to the School as necessary to perform the inspections and repairs required hereunder; shall provide Architect and Contractor with reasonable access to electricity and other utilities available in the School for such inspections and repairs; shall ensure that the School remains reasonably secure during such inspections and repairs; and shall provide such assistance as may be reasonably necessary to coordinate such inspections and repairs with the Owner's own regular use of the School.

**OWNER:**

Board of Education of Gavin School District #37,  
Lake County, Illinois

By: Connie Haver  
Its: President-Board of Education

**ARCHITECT:**

Legat Architects, Inc.

By: Jed Haug  
Its: PRINCIPAL

**CONTRACTOR:**

Boller Construction Company, Inc.

By: Robert Sully  
Its: COO

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