

**ARCHITECT OF RECORD SERVICES
LITTLE VILLAGE LIBRARY
FOURTH AMENDMENT
CONTRACT NUMBER PS 1499
PROJECT NO.: 08030**

THIS FOURTH AMENDMENT AGREEMENT is made and entered into as of the 13th day of September, 2011, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services at Little Village Library ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **HARLEY, ELLIS DEVEREAUX** ("Consultant") dated March 10, 2009 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated the 10th day of March, 2009, wherein the Consultant is to provide Architect of Record Services for the City of Chicago; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to include Additional Services performed and associated compensation due to Consultant;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to amend the Agreement as hereinafter set forth.

It is agreed by and between the parties hereto that the sole modification of, changes in, and amendments to the Agreement pursuant to this Amendment are as follows:

TERMS

1. Recitals

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THE AMENDMENT AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.

2. Schedule A Scope of Services is amended to include that the Consultant shall perform the following Additional Services required for Little Village Library:

2.1 Design Change to Little Village Library – Consultant will provide additional design services related to the following:

- 2.1.1** Upgrades to the Water Meter;
- 2.1.2** Intrusion Detection and Security Systems;
- 2.1.3** Millwork revisions to the reference desk
- 2.1.4** Addition of furniture, fixtures and equipment reviews;
- 2.1.5** Extension of construction administration services to cover time between planned Substantial Completion and Actual Substantial Completion.

3. Schedule D Compensation of the Architect

Section I. Architect's Fee is revised as follows:

3.1 The Commission shall pay the Consultant a time card not-to-exceed fee of \$3,912.00

for the satisfactory performance of the additional services outlined in Item 2.1.1. **3.2** The Commission shall pay the Consultant a time card not-to-exceed fee of \$11,500.00 for the satisfactory performance of the additional services

outlined in Item 2.1.2. 3.3 The Commission shall pay the Consultant a time card not-to-exceed fee of \$6,150.00 for the satisfactory performance of the additional services outlined in Item 2.1.3. 3.4 The Commission shall pay the Consultant a time card not-to-exceed fee of \$2,500.00 for the satisfactory performance of the additional services outlined in Item 2.1.4.

3.5 The Commission shall pay the Consultant a time card not-to-exceed fee of \$18,000.00 for the satisfactory performance of the additional services outlined in Item 2.1.5.

3.6 The Commission shall pay the Consultant a total time card not to exceed fee of \$42,062.00 for performing the Additional Architect of Record Services outlined in this Fourth Amendment.

Execution of this Amendment by the Consultant is duly authorized by the Consultant, and the signature(s) of each person signing on behalf of the Consultant have been made with the complete and full authority to commit the Consultant to all terms and conditions of this Amendment.

All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. Except as and to the extent that the terms of the Agreement are amended and modified herein, all terms of the Agreement shall remain in force and effect.

(Signature Page follows)

EXECUTION PAGE

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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 4.

BY: Ral Emanuel Date: 10/21/11
Chairman

ATTEST:

BY: [Signature] Date: 10/24/11
Secretary

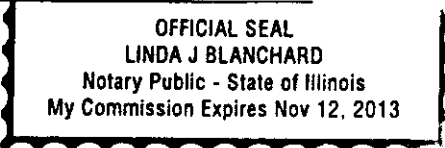
HARLEY, ELLIS DEVEREAUX

By: [Signature] Date: 10/10/2011
PRINCIPAL IN CHARGE
ROBERT C. ROBICSEK
AFFIX CORPORATE
SEAL, IF ANY, HERE
County of COOK

State of: ILLINOIS

Subscribed and sworn to before me by Robert C. Robicsek and _____
on behalf of Consultant this 10th day of October, 20 11.

[Signature]
Notary Public
My Commission expires:
(SEAL OF NOTARY)



Approved as to form and legality

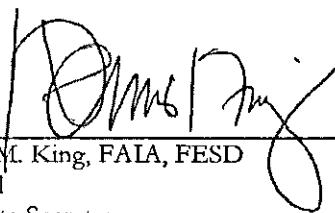
[Signature] Date: 10-14-11
Neal & Leroy, LLC

**CERTIFICATE OF CORPORATE RESOLUTION
OF THE BOARD OF DIRECTORS OF
HARLEY ELLIS DEVEREAUX CORPORATION**

The undersigned individual, as Corporate Secretary of Harley Ellis Devereaux Corporation (the "Corporation"), hereby certifies that the following resolution was duly adopted by the Board of Directors of the Corporation on March 15, 2007, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, that Robert C. Robicsek, AIA, (among others), as a Principal, Principal-in-Charge, and Shareholder with the Corporation, pursuant to Article V of the Restated By-Laws of Harley Ellis Devereaux Corporation, shall have the authority to act for and on behalf of the Corporation to execute project related agreements, and shall use the title "Principal-in-Charge" when representing the Corporation to or with a client.

This resolution authorizes Robert C. Robicsek, AIA (among others), to act for and on behalf of the Corporation for any and all services of Harley Ellis Devereaux.

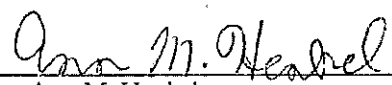


Dennis M. King, FAIA, FESD
Principal
Corporate Secretary
Harley Ellis Devereaux Corporation

October 6, 2011

Date





Notary: Ann M. Henkel
Expiration: 12/12/2016
County: Wayne
Acting in the County of: Oakland
State: Michigan

October 6, 2011

Date