

**FIFTH AMENDMENT  
LITTLE VILLAGE LIBRARY  
ARCHITECT OF RECORD SERVICES  
CONTRACT NUMBER PS 1499**

THIS FIFTH AMENDMENT AGREEMENT is made and entered into as of the 14th day of February, 2012, 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 Services related to the following as detailed in Attachment 1:

2.1.1 Provide LEED Template changes;

2.1.2 Additional review time associated with seventy-seven (77) general contractor submittals;

2.1.3 Client-directed revisions post substantial completion of relocating security cameras at the north side of the building, adding 'canopy signs' to top of book shelving and adding safety post and safety guard at roof ladder.

**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 \$9,200.00 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 \$16,530.00 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 \$5,600.00 for the satisfactory performance of the Additional Services outlined in Item 2.1.3.

3.4 The Commission shall pay the Consultant a total time card not to exceed fee of \$31,330.00 for the satisfactory performance of the Additional Services outlined in this Fifth 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 full force and effect.

*(Signature Page follows)*

**EXECUTION PAGE**  
**FIFTH AMENDMENT**  
**LITTLE VILLAGE LIBRARY**  
**ARCHITECT OF RECORD SERVICES**  
**CONTRACT NUMBER PS 1499**

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 5.

BY: Ral Emanuel Date: \_\_\_\_\_  
Chairman

ATTEST:  
BY: [Signature] Date: 4/12/12  
Secretary

HARLEY, ELLIS DEVEREAUX

By: [Signature] Date: 3/27/2012  
President PRINCIPAL IN CHARGE

AFFIX CORPORATE

SEAL, IF ANY, HERE

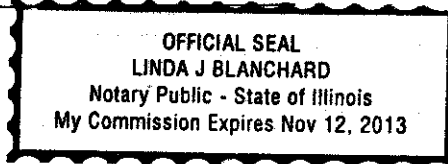
County of: Cook

State of: Illinois

Subscribed and sworn to before me by Robert C. Robinson and \_\_\_\_\_  
on behalf of Consultant this 27<sup>th</sup> day of March, 2012.

[Signature]  
Notary Public

My Commission expires:  
(SEAL OF NOTARY)



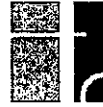
Approved as to form and legality

[Signature] Date: 4/9/2012  
Neal & Leroy, LLC

**ATTACHMENT 1 – SCOPE OF SERVICES**

**FIFTH AMENDMENT  
LITTLE VILLAGE LIBRARY  
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CONTRACT NUMBER PS 1499**

(Consultant's Scope of Service follows this page)



HARLEY ELLIS DEVEREAUX

January 18, 2012 rev 2/14/12

401 West Superior  
Chicago, Illinois  
60654-3430 | USA

Ms. Grace Rappe  
Mr. Timothy McHugh  
Mr. Kevin Hall  
Public Building Commission of Chicago  
Richard J. Daley Center  
Room 200  
Chicago, IL 60602

T 312.951.8853  
F 312.951.1719  
harleyellisdevereaux.com

**Subject: Proposal for Professional Design Services  
Little Village Branch Library PBC No. 0830  
Additional Architectural and Engineering Consulting Services  
CA and Design Phases Changes  
Post Substantial Completion Revisions**

Planning  
Architecture  
Engineering  
Interior Architecture  
Landscape Architecture  
Construction Services

Dear Ms. Rappe, Mr. McHugh, and Mr. Hall:

We have revised our November 30, 2011 proposal for CA and Design Phase changes in light of Richard Rucks and my January 12, 2012 phone conversation with Ms. Rappe. We complied with her request to pursue no additional funds for the preparation of *LEED Meeting Agendas and Minutes*. We had previously agreed to presently not pursue further additional services requests for the following items: *No Editable Elevations in the Prototype Design*; *LEED Gold Certification Versus LEED Silver Certification*; *Separate LEED Construction Submittals*; and *Use of the CW System for Design Phase and Project Management*. We also agreed to comply with Ms. Rappe's request that no management time be included for the Part A portion of the proposal detailed below.

Partner Companies:  
Spectrum Strategies  
Crime Lab Design  
GreenWorks Studio  
HED Build

You will also find incorporated into this proposal our November 17, 2011 request for Post Substantial Completion Revisions. Chet Cobb requested this change on November 29, 2011.

Chicago

We again wish to extend our thanks to all of you for taking the time to consider our requests. We have outlined and refined those requests and the rationale behind each of them; taking into account our previous discussions and the impending project completion. Harley Ellis Devereaux is facing extreme pressure to resolve these additional services issues.

Los Angeles  
Detroit  
Riverside  
San Diego

**Scope of Project and Services – Part A - CA and Design Phases Changes**

The design team has encountered significant additional costs in the process of executing their contractual responsibilities. Work items and processes that were not included in our contract have had significant costs not accounted for during the initial fee negotiations. Other unanticipated cost impacts have developed due to delays in receiving information as well as significant changes executing the CA phase of the project. Based on this situation, we need to request additional compensation for these efforts. An outline of these specific issues is listed below.

Celebrating 100 years  
1908 | 2008



Ms. Grace Rappe  
Mr. Timothy McHugh  
Mr. Kevin Hall  
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1. LEED Template Changes

The Green Building Council made changes to most of the design submittal templates between the time the design team completed their templates and the time the design submittal could actually be made. The delay in the actual design submittal completion was due to clarification of policies and other work by the users. The design team completed their work, including the design submittal templates, in February 2010, but the user's information necessary to complete the submittal was not available until end of July, 2010. During this time, USGBC updated the templates, causing the design team to have to re-prepare the templates. 23 templates had to be redone at least once. LEED submittal templates average 7 hours each of preparation. We agreed to Ms. Rappe's request to allow only 4 hours.

The discussion of the LEED design submittal timing and its intersection with the LEED template changes was contained in our April 20, 2011 letter. You will find attached the USGBC's "LEED online v3 Form Fix Log. This form outlines when the USGBC was unilaterally updating their Design Phase templates. Essentially the USGBC was "fixing" their templates, which caused us to have to re-prepare them once they were "repaired". This situation was seemingly generated by the USGBC and was out of your and our control.

2. Multiple Resubmittals by General Contractor

The design team's contract allows for each submittal to be reviewed once with an allowance for review of one resubmittal. Per Ms. Rappe's directive, we have requested additional funds only for review of those submittals that had been unsuccessfully reviewed on 3 previous occasions. We agreed that a total of 37 architectural submittals, 24 structural submittals, 5 landscape and 11 MEP submittals were covered under these revised criteria; 2 hours per submittal is being requested.

Please refer Harley Ellis Devereaux detail below. Details for other consultants are included in their attached proposals.

**Scope of Project and Services – Part B - Post Substantial Completion Revisions**

Listed below are the changes the Public Building Commission of Chicago and the Chicago Public Library have identified as being necessary for the Little Village Branch Library.

1. Relocate security cameras at north side of building.
2. Add 'canopy signs' to top of book shelving.
3. Add safety post and safety guard at roof ladder.

We will issue drawings and specifications in up to 3 separate construction bulletins. Submittals are only required only for item 2



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Please refer to the Harley Ellis Devereaux detail below. Please note that the hourly rates vary slightly due to the increased effort levels required of senior staff for this work. Details for other consultants are included in their attached proposals.

**Project Team**

Harley Ellis Devereaux is pleased to offer a team of personnel to meet the requirements of your program. We believe each and every team member has the creative talent, technical expertise and enthusiasm to make your project successful.

**Harley Ellis Devereaux**

Principal-in-Charge.....Robert C. Robicsek, AIA  
Project Manager & Senior Project Architect.....Richard J. Rucks, AIA  
LEED Project Architect.....Chauncey B. Hoffmann, LEED AP  
LEED Project Architect and Project Architect.....Bridgette Richardson, LEED AP

**Rubinos and Mesia Engineers**

Principal/Senior Project Manager.....Mohsen Farahany, PE, SE  
Principal/Senior Project Manager.....Farhad Rezaei, PE, SE  
Project Engineer.....Debra Hoegemeyer, SE

**Terry Guen Design Associates Ltd - TGDA**

Principal.....Terry Guen  
Landscape Architect.....Ted Haffner

**Primera Engineers, LTD.**

Principal.....Kenneth Panucci  
Senior Project Manager and Engineer.....Lindsay Bose  
Project Engineer.....Erin Lowery

**Fee Proposal**

**Basic Services Fee -- Part A -- CA and Design Phase Changes**

Harley Ellis Devereaux' fee for providing the above outlined services for your project will be Twenty Five Thousand Seven Hundred Thirty and 00/100 dollars (\$25,730.00). All fees will be billed on an hourly basis as specified in the current contract.

Fees will be distributed as described below. Please see the attached proposals from Rubinos & Mesia Engineers, Primera Engineers and Terry Guen Design Associates for more details.



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		Tech Staff <u>Drafting</u>	PA and <u>Management</u>
1. LEED Template Changes		92	0
HED (Arch)	92 hours @ \$100/hour average:	\$ 9,200.00	
Part A1 Scope Item Total Fee:		\$ 9,200.00	
2. Multiple Re-Submittals by General Contractor		74	0
HED (Arch.)	74 hours @ \$100/ hour average:	\$ 7,400.00	
Rubinos and Mesia	48 hours @ \$115/hour average:	\$ 5,520.00	
TGDA	10 hours @ \$130/hour average:	\$ 1,300.00	
Primera Engineers	22 hours @ \$105.00/hour average:	\$ 2,310.00	
Part A2 Scope Item Total Fee:		\$ 16,530.00	
Part A Scope Item Total Fee:		\$ 25,730.00	

Basic Services Fee - Part B - Post Substantial Completion Revisions

Harley Ellis Devereaux' fee for providing the above outlined services for your project will be Five Thousand Six Hundred and 00/100 dollars (\$5,600.00). All fees will be billed on an hourly basis as specified in the current contract.

Fees will be distributed as described below. Please see the attached proposal from Primera Engineers for more details.

		Tech Staff <u>Drafting</u>	PA and <u>Management</u>	
1. Relocate security cameras at north side of building.		0	3	
2. Add "canopy signs" to top of book shelving		6	26	
3. Add safety post and safety guard at roof ladder.		2	3	
	<b>Total</b>	<b>8</b>	<b>32</b>	<b>40 hours</b>
HED (Arch.)	40 hours @ \$110/ hour average:	\$ 4,400.00		
Primera Engineers	12 hours @ \$100/hour average	\$ 1,200.00 (Task 1 Only)		
Part B Scope Item Total Fee:		\$ 5,600.00		





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Total proposed cost for all work items is Thirty One Thousand Three Hundred Thirty and 00/100 dollars (\$31,330.00). All fees will be billed on an hourly basis as specified in the current contract.

*Reimbursable Expenses*

Shall be paid as stipulated in the base contract.

*Additional Services Fee*

Additional Services shall be provided for the Little Village Branch Library project, if authorized or confirmed in writing by you.

*General Conditions*

*Client Responsibilities*

Client shall furnish any documents, information, utility plans, existing building plans, site survey, geotechnical information or similar information as required, in a timely fashion to facilitate the process of the service.

Client shall furnish editable drawings and specification sections from all relevant prototype design and construction bulletins.

Client will be required to provide timely decisions to allow efficient processing of the service within the established project time lines.

Detailed cost estimating and value engineering services are to be provided by others.

Project Management and Construction Management to be provided by others.

Application for, processing, obtaining, and payment of fees for all required permit and regulatory body review associated with the project.

All costs associated with exploratory excavation and demolition and subsequent restoration.

*Payments*

Invoices for our services are submitted every month for the portion of services completed.

*Project Schedule*

You mentioned that several of the request topics were presented a very long time after the costs were incurred or the work done. This is perhaps true and we regret any disconcertion you might be feeling. As was explained previously, we had hoped these earlier topics could be absorbed into the project and opted to see how the project progressed financially before



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we started making requests. We also noted that many owners dislike repeated requests for small amounts of additional funds.

If you have any questions regarding this agreement for services, or if you wish to discuss any aspect of the project, please contact me directly.

Very truly yours,

Harley Ellis Devereaux

A handwritten signature in black ink, appearing to read 'R.C. Robicsek'.

Robert C. Robicsek, AIA  
Principal-in-Charge

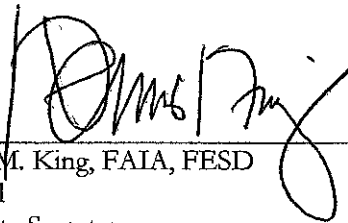
Attachments

**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:

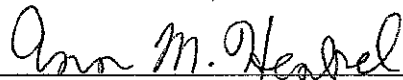
**RESOLVED**, that Robert C. Robicsek, AIA, (among others), as a Principal, Principal-in-Charge, and Shareholder with the Corporation, pursuant to Article V of the Restated By-Laws of Harley Ellis Devereaux Corporation, shall have the authority to act for and on behalf of the Corporation to execute project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