

Requisition 25k and over

DC-P-0255-14

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY  
AGREEMENT FOR PROFESSIONAL SERVICES WITH

A. HAMERNIK & ASSOCIATES, INC.

WHEREAS, DuPage County (COUNTY) has been designated a community that may receive Community Development Block Grant - Disaster Recovery (CDBG-DR) funds in accordance with the Disaster Relief Appropriations Act 2013 (Public Law 113-2); and

WHEREAS, DuPage County put forth a Request for Competitive Proposals per Proposal #14-107 for project management services for the CDBG-DR funds; and

WHEREAS, proposals were received and evaluated; and

WHEREAS, the attached Agreement has been prepared for the purpose of entering into an Agreement with A. Hamernik & Associates, Inc. (CONSULTANT) to provide project management services as set forth in the Agreement;

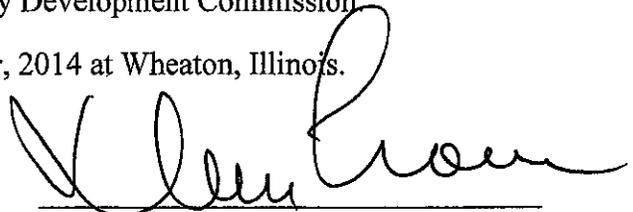
NOW, THEREFORE, BE IT RESOLVED by the County Board that said Agreement between COUNTY and CONSULTANT, hereby incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the attached Agreement on behalf of COUNTY and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to said Agreement so long as such amendments further the completion of the projects to be carried out with the CDBG-DR funds and are in accordance with regulations applicable to the CDBG-DR funds and with the policies of COUNTY; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send a certified copy of this Resolution to Audra Hamernik, A. Hamernik & Associates, Inc., 4905 Main Street, #101, Downers Grove, IL 60515 and the DuPage Community Development Commission

Enacted and approved this 28th day of October, 2014 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Ayes: 17  
Vacancy: 1

Attest:



GARY A. KING, COUNTY CLERK

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND A. HAMERNIK & ASSOCIATES, INC.  
FOR PROFESSIONAL SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this 28th day of October, 2014 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and A. HAMERNIK & ASSOCIATES, INC., , licensed to do business in the State of Illinois, with offices at 4905 Main Street, #101, Downers Grove, IL 60515; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a "party" or together as the "parties."

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005) and

WHEREAS, the COUNTY requires professional services for management and oversight of projects undertaken with disaster recovery funds; and

WHEREAS, the CONSULTANT has experience and expertise in the specific tasks required for this purpose and is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed \$270,000; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

## **2.0 SCOPE OF SERVICES.**

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.

2.2 The COUNTY or CONSULTANT may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below. COUNTY and CONSULTANT agree to meet six months from the date of this AGREEMENT to evaluate progress in completing the SCOPE OF WORK and whether modifications are needed to the SCOPE OF WORK or CONSULTANT'S compensation. Changes to the Schedule for Completion may be made at this time.

2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

## **3.0 NOTICE TO PROCEED.**

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of the DuPage County Community Services Department, (hereinafter referred to as the "Director"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve,

deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

#### **4.0 TIME FOR PERFORMANCE**

- 4.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 4.2 Unless otherwise defined in the SCOPE OF WORK, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 1, 2016 unless the term of this AGREEMENT is extended. If CONSULTANT is delayed in the completion of the PROJECT by any cause legitimately beyond its control, as determined by the COUNTY, such that it cannot complete the PROJECT by November 1, 2016, it shall immediately give written notice to the Director of Community Services ("Director") and to the COUNTY of the anticipated delay, the reasons therefore, and request an extension of time for completion of the PROJECT. Upon review and approval of the Director, the time for completion may be extended by the Director for a maximum of six months. Any additional extension required shall be in accordance with Paragraph 14.3 hereof.
- 4.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

**5.0 DELIVERABLES.**

5.1 CONSULTANT shall provide monthly at time of invoicing, appropriate deliverables and/or documentation of progress in producing the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

**6.0 COMPENSATION.**

6.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

6.2 CONSULTANT shall be compensated at an hourly rate in accordance with the schedule stated in Exhibit "A" with total payments to the CONSULTANT under the terms of this AGREEMENT not to exceed \$270,000. This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 13.0.

6.3 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

6.3.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

6.3.b CONSULTANT may submit mileage expenses as a direct expense.

6.4 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay

period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

- 6.5 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 6.6 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.
- 6.7 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

## 7.0 CONSULTANT'S INSURANCE

- 7.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
  - 7.1.a **Worker's Compensation Insurance** in the statutory amounts.
  - 7.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and five hundred thousand dollars (\$500,000.00) each employee/disease.
  - 7.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars (\$2,000,000) total; including limits of not less than two million dollars (\$2,000,000) per occurrence, and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage, 421 N. County Farm Rd.,**

**Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**

- 7.1.d If applicable, Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.
- 7.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/two million dollars (\$2,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.
- 7.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 7.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be

purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 7.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT'S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.
- 7.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."
- 7.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT only if such person(s) are required to enter upon a client's property to complete the work under this AGREEMENT. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

## **8.0 INDEMNIFICATION**

- 8.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S, or its sub-consultant's, negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 8.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and

employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 8.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 8.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

## **9.0 SATISFACTORY PERFORMANCE**

- 9.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT'S, and sub-consultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.
- 9.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 9.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 9.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

## **10.0 BREACH OF CONTRACT**

- 10.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed thirty (30) days to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of

any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

#### **11.0 OWNERSHIP OF DOCUMENTS.**

- 11.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 5.0. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY, if so requested.
- 11.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 11.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 11.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 11.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

#### **12.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.**

- 12.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 12.2 The CONSULTANT shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 12.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of

Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

12.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

12.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

### **13.0 MODIFICATION OR AMENDMENT.**

13.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

13.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

### **14.0 TERM OF THIS AGREEMENT.**

14.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The early termination of this AGREEMENT in accordance with the terms of Section 15.0, or
- (b) The expiration of this AGREEMENT on December 1, 2016 or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 1, 2016

14.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph

14.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

14.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above, and in accordance with Paragraph 4.2.

#### **15.0 TERMINATION**

15.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 12.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.

15.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

15.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT for which payment has been made to CONSULTANT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

#### **16.0 ENTIRE AGREEMENT.**

16.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

16.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

16.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

16.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

**17.0 ASSIGNMENT.**

17.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

**18.0 SEVERABILITY.**

18.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

18.2 In the event described in Paragraph 18.1 above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 13.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

**19.0 GOVERNING LAW.**

19.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

19.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

**20.0 NOTICES.**

20.1 Any required notice shall be sent to the following addresses and parties:

**A. Hamernik & Associates, Inc.**  
4905 Main Street, #101  
Downers Grove, IL 60515  
ATTN: Audra Hamernik

DuPage County Department of Community Services  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Mary A. Keating, Director, Community Services

20.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday-Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon

receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 13.1, above.

#### **21.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

21.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

#### **22.0 FORCE MAJEURE.**

22.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

#### **23.0 QUALIFICATIONS**

23.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

23.2 The CONSULTANT's key personnel specified in the AGREEMENT shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

23.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

23.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 23.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

**24.0 ACCESS TO PROPERTY.**

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

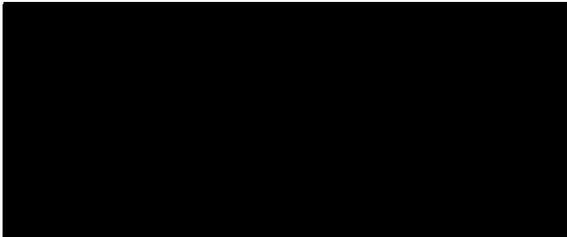
**A. Hamernik & Associates, Inc.**



BY: \_\_\_\_\_



ATTEST BY:



NAME: Sheila Deine

TITLE: Office Manager

**DuPage County CDBG-DR**

\$7,000,000 Grant

EXHIBIT A

Activity	Task	Number	Total Hours
Strategic Buy-Out Program	Outreach to homeowners	4 mailings @ 2 hours	8
	Technical Assistance to homeowners	30 calls @ 30 minutes	15
	Review of Homeowner Applications for assistance	40 @ 1 hour	40
	Documentation of income eligibility of households	10 @ 2 hours	20
	HUD Part 58 Environmental Reviews	10 @ 10	100
	Ordering appraisals, calculation and arrangement for moving assistance, all tasks to final contract	10 @ 3 hours	30
	Preparation of DuPage County closing documentation	10 @ 2 hours	20
	Demolition: oversight of contractor selection and contract; documentation of completion	10 @ 5 hours	50
	Post closing miscellaneous documentation	10 @ 2 hours	20
	File set-up, maintenance & close out	10 @ 2 hours	20
	Rehabilitation/Mold Remediation	Outreach to homeowners	1 mailing @ 15 hours
Press Release		2 @ 1 hour	2
Technical Assistance to homeowners		50 calls @ 30 minutes	25
Review of Homeowner Applications for assistance		70 @ 1 hour	70
Documentation of income eligibility of households		60 @ 1 hour	60
Duplication of benefits review and documentation		60 @ 1.5 hours	90
HUD Part 58 Environmental reviews		60 @ 2 hours	120
Site Visits to review scope of work with homeowner		County	
Scope of Work Preparation		County	
Oversight of bidding process		County	
Site Visits to document work completion		County	
File set-up, maintenance & close out	60 @ 2 hours	120	
Municipal Match	Release of Applications		2
	Technical Assistance to municipalities	6 calls @ 1 hour	6
	Review of Municipal Applications	5 @ 3 hours	15
	Meeting with staff to form recommendations	2 meetings @ 2 hours	4
	HUD Part 58 Environmental reviews	3 @ 15	65
	Agreement preparation	3 @ 3 hours	9
	Placing on committees - agreements, memoranda, resolutions		5
	Technical Assistance to municipalities for Federally acceptable bid preparation	3 @ 2 hours	6
	Review of Bid Manuals	3 @ 1 hour	3
	Pre-Construction Meetings with selected contractors and municipalities	3 @ 3 hours	9
	Review of contracts and payrolls	3 projects @ 30 hours	90
	Oversight of payment process	3 projects @ 5 hours	15
	File set-up, maintenance & close out	3 @ 2 hours	6
Armstrong Park	Review of contracts, payrolls, and payment requests		200
	Oversight of payment process		50
	Site visits to document work % of completion and Davis Bacon required worker interviews	10 @ 2.5 hours	25
	File set-up, maintenance & close out		10
ESTIMATE OF PROJECT HOURS			1345

SCHEDULE OF COMPENSATION  
Hourly Rate

Principal 1	Hamernik	\$225
Principal 2	Brachle-Wagner	\$225
Income Specialist	May	\$135
ERR	Lapas	\$100
DBA Specialist	Beutell	\$100
Admin	Lapas/Beine	\$85

Strategic Buy-Out Program	Completion of minimum of 10 buy-outs
Rehabilitation/Mold Remediation	Completion of work on 30-60 homes or documentation of outreach efforts that indicates activity is not needed to such an extent. This activity will be reviewed with County six months after project start. County to handle work that involves being in client home, which may include but not be limited to, completion of scope of work, bidding for contractors, awarding of bid, execution of documents by client, inspection of work and transferring of contractor's invoice to CONSULTANT for payment.
Municipal Match	Completion of two municipal projects or documentation that indicates activity is not needed to such an extent. This activity will be reviewed with County six months after project start.
Armstrong Park	Successful Davis Bacon oversight and project close out.

**COUNTY OF DU PAGE, ILLINOIS**



**Required Vendor Ethics Disclosure Statement**

<b>Company Name:</b>	A. Hamernik & Associates, Inc.		
<b>Company Contact:</b>	Audra Hamernik	<b>Contact Phone:</b>	630-395-9011
<b>Proposal/Contract/ PO:</b>	#14-107		

For this Disclosure "I/ me" or "you" shall mean the business entity seeking a contract or to whom a contract has been awarded. Those terms include any of the business' principals, family members of the business' principals (father, mother, son, daughter, brother, sister, uncle, aunt, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister) and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

A. The County Ethics Ordinance (viewable at [http://www.dupageco.org/emplibrary/OFI003B04\\_Ethics\\_FINAL.pdf](http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf)), Section 2-402-1, bans all gifts (except those listed in Section 2-403 from prohibited sources.

I certify that I have not made a prohibited gift to the Chairman or any County Board Member or any County employee, or to the spouse or family member of any of them.

B. The County Ethics Ordinance (viewable at [http://www.dupageco.org/emplibrary/OFI003B04\\_Ethics\\_FINAL.pdf](http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf)), Section 2-402-2, prohibits County officials from soliciting or accepting campaign contributions in the cumulative amount of more than \$1,000 per calendar year.

I have made the following campaign contributions within the last twelve months: (Reporting begins with contributions made on or after 1/12/10.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
None				

Attach additional sheets if necessary. Sign each added sheet and number each page \_\_\_ (#) of \_\_\_ (total pages).

C. I understand that making a false or incomplete statement on this disclosure may render me a non-responsive and disqualified offeror, or result in the voiding of any contract awarded to me by the County, and may subject me to statutory criminal penalties (720 ILCS 5/33E-14).

- D. Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to County action, whichever is sooner
  - 30 days prior to the optional renewal of any contract
  - Annual disclosure for multi-year contracts
  - With any request for change order except those issued by the County for administrative adjustments.

Failure to complete and return this disclosure statement constitutes a breach of the contract obligation.

Authorized Signature

Printed Name

Audra Hamernik

Title

President

Date

06-16-2014

Page 1 of

1

**Please submit completed W-9 form with your proposal**

DUPAGE COUNTY  
PURCHASING

2014 JUL -2 AM 9:47

**ORIGINAL**

**Response to  
Request for Competitive Proposals  
For Project Management Services  
#14-107**

**Submitted by  
A. Hamernik & Associates  
4905 Main Street  
Downers Grove, IL 60515  
audra@affordablehousinghelp.com  
630.926.0598**



4804 Linscott Avenue  
Downers Grove, IL 60515  
630-926-0598 phone  
630-969-1906 fax

AICP

AHamernik  
& associates

**Response to Request for Competitive Proposals  
For Project Management Services #14-107**

**Submitted by A. Hamernik & Associates**

**Table of Contents**

Tab A	Original Proposal*
	Tab 1 – Cover Letter
	Tab 2 – Experience Summary
	Tab 3 – Capacity Summary
	Tab 4 – Cost Narrative
	Tab 5 – Minority and Women Owned Businesses
Tab B	One Electronic CD
Tab C	Addenda Number Acknowledged
Tab D	References
Tab E	Certification/Proposal Signature Page
Tab F	Completed IRS Form W9

\*Also included are 4 hard copies in binders



## Tab #1

June 27, 2014

**RE: Cover Letter  
DuPage County Proposal #14-107  
Project Management Services for CDBG – DR**

**Legal Name of Respondent:** A. Hamernik & Associates, Inc.

**Tax ID Number:** 01-0729409

**Contact Information:**

Audra Hamernik, President  
4905 Main Street, #101, Downers Grove, IL 60515  
630-395-9011 office 630-926-0598 mobile 630-969-1906 fax  
audra@affordablehousinghelp.com

**Names of Major Stock Holders:**

Audra A. Hamernik owns 100% of stocks issued through A. Hamernik & Associates, Inc.

**Corporate Officers:**

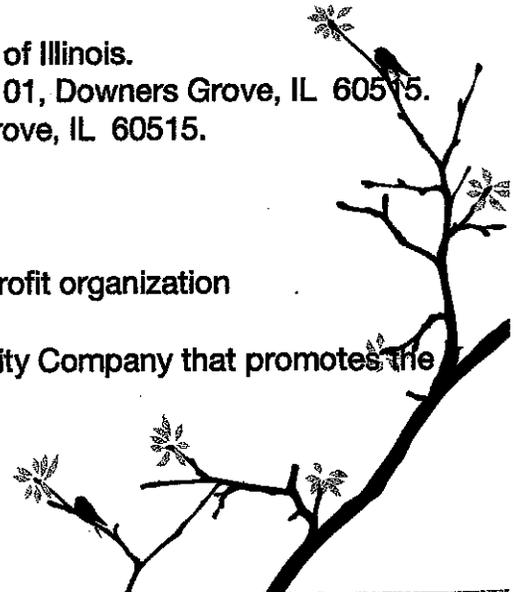
Audra A. Hamernik holds the offices of President, Treasurer and Secretary. See the most recent attached Annual Report to the Secretary of State.

**Addresses and State Where Business is Conducted:**

A. Hamernik & Associates, Inc. only conducts business in the State of Illinois.  
Since October 2013, our offices are located at 4905 Main Street, #101, Downers Grove, IL 60515.  
Prior to that, we were located at 4804 Linscott Avenue, Downers Grove, IL 60515.

**Names of Other Businesses Owned or Operated by Officers:**

- Bluestem Housing Partners, NFP
  - Audra Hamernik is Executive Director of this not-for-profit organization
- Linscott Park Developments, LLC
  - Audra Hamernik is a stock holder in this Limited Liability Company that promotes the development of affordable housing



Strategic planning to secure financing for operations and new developments

4905 Main Street, #101  
Downers Grove, IL 60515  
630-395-9011 office  
630-926-0598 mobile  
630-969-1906 fax



A Hamernik  
& associates

**Names of Staff Working on CDBG-DR:**

- Audra Hamernik, Principal
- Sarah Brachle Wagner, Principal
- Rik Alex
- Rich Dickson
- Dale McClelland
- Shelia Beine
- Laurie Lapas
- Rosemary Beutell
- Amberly May

**Insurance Requirements:**

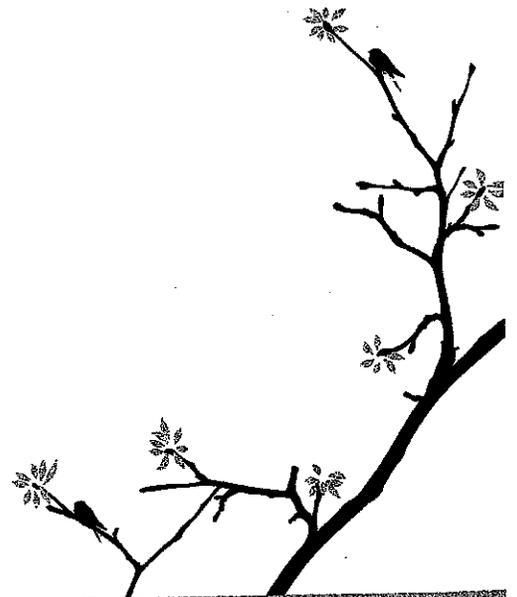
A. Hamernik & Associates, Inc. meets the insurance requirements in the RFP.  
Please see the attached Insurance Certificate.

The above information is accurate and timely.

Sincerely,



Audra Hamernik  
President



Strategic planning to secure financing for operations and new developments

2005 Main Street, 7th Fl.  
Downers Grove, IL 60515  
630-516-7743 office  
630-516-7744 fax



A Hamernik  
& associates

## Tab #2 EXPERIENCE SUMMARY

Our experience and knowledge as a firm, and through our staffing team, encompasses:

- Working with Federal Funds as both the oversight agency and the recipient agency
- Bidding for, selecting and managing contractors
- Reviewing certified payrolls and completing federal paperwork correctly
- Completing Federal Environmental Review Records
- Creating and reviewing Bid documents, and reviewing and selecting bidders
- Preparing scopes of work
- Managing real estate closings, including communication with homeowners, attorneys, realtors and all members of a development team
- Income qualifying households, and completing all the preliminary communication to ensure that applications are complete and correct
- Preparing and managing project budgets to ensure projects stay on time and on budget

Federal Funds Experience Summary				
Staff Name	Federal Program	Dates	Jurisdiction	Notes
Audra Hamernik	CDBG	1994-1998	DuPage County	Administered many CDBG projects related to neighborhood investments, infrastructure, municipal building ADA improvements, and agency building purchase and rehab.
	CDBG	1998-2002	Village of Villa Park	Determined need, worked with village engineering staff, wrote applications, administered funds, and provided guidance to contractors for all public infrastructure applications.
	CDBG	2000-present	DuPage & Kane Counties, Springfield, & other PJs	Worked on behalf of clients to gain access to CDBG funds for specific projects (operations to new construction) to benefit low-income persons; administered funds; including internal monitoring and reporting
	HOME	1994-1998	DuPage County	Administered acquisition, new construction, and rehabilitation of rental and homeownership projects for low-income households.
	HOME	2000-present	IHDA, DuPage, Springfield, Normal & other	Worked on behalf of clients to gain access to HOME funds for specific projects (rehab, new construction, homeownership) to create affordable housing; administered funds; including internal monitoring and reporting
	Emergency Shelter Grant	1994-1998	DuPage County	Worked in ESG pool and completed the ERRs.
	IL Emergency Shelter Grant	2003 to present	Kane Continuum of Care	Annually administer the RFP process and project selection to recommend to the State for funding.
	Supportive Housing Program	2003 to present	Kane County Continuum of Care	Annually administer the RFP process and project selection for the HUD Homeless Assistance funds via a SuperNOFA process. Monitor project outcomes.
	Low-Income Housing Tax Credit Program	2000-present	IHDA	Worked on behalf of clients to gain LIHTC equity for specific projects (rehab & new construction) to create affordable housing; administered funds; including internal monitoring and reporting
	NSP	2009-2012	IHDA	Worked within IHDA NSP program to develop a PSH apartment building in Cairo IL
	Project Based Section 8 Program	2000-present	HUD, Cook, DuPage & McClean, RHI	Worked with HUD and three counties to gain, administer the award, monitor and maintain PBS8 units in affordable housing developments.
Sarah Brachle	HOME		DuPage County	Received and administered \$1.26 million in HOME funds to develop Prairie Green, a 12-unit townhome neighborhood with

Wagner				infrastructure. Davis Bacon. Project underway.
	Neighborhood Stabilization Program		DuPage County	Received and Administered \$1.4 million in NSP funds to purchase and rehabilitate foreclosed homes. Project completed. Noted as first Habitat /NSP home closed in USA.
	CDBG and HOME	2007-2011	DuPage County	Received and administered \$600,000 in CDBG funds and \$400,000 in HOME funds to develop Pioneer Prairie, a neighborhood of 11 single family homes with infrastructure. Project completed.
	CDBG	2009-2010	DuPage County	Received and co-administered \$566K in CDBG funds to purchase a shared office building. Project completed.
	HOPE VI	2002-2004	Gary IN, Pleasantville NJ, High Point NC	Grant manager for portfolio of over \$150 million in federal HOPE VI funds.
	State Tax Credits	2007-2013	DuPage County	Received and administered State Tax Credit funding for Pioneer Prairie, Prairie Green and Scattered sites. IHDA recognized Pioneer Prairie as a model tax credit project.

**Environmental Review Record (ERR)** Audra Hamernik conducted the ERRs on behalf of the Development Department while working for DuPage County (exempts, categorically excluded, to full ERRs) for all projects from 1994 to 1998. She has conducted approximately 200 ERRs at her time at DuPage County.

**Bid Documents** Staff has over 20 years experience in reviewing bid documents for Federal Procurement Standard language and documents either as staff at HUD, a participating jurisdiction or agency staff using the funds as a developer. Sarah Brachle Wagner and Rik Alex have issued bid documents to contractors through federal programs, have met with contractors to explain contracts, have received and reviewed bids, have selected contractors and have overseen contractor work.

**Preparing Simple Scopes of Work** Rik Alex will supervise construction management staff. As a former Principal at Lennar Corporation, and a longtime consultant to nonprofit developers, Rik Alex has over 30+ years experience in all aspects of construction and construction management, including the creation of scopes of work. Sarah Brachle Wagner has over 7 years experience creating and reviewing scopes of work for Habitat for Humanity.

**Real Estate Closing Experience** Our staff has over 20 years experience in preparing for real estate closings including preparing the loan documents, owner sworn statements and other related documents; working with title company, legal staff and homeowners; and follow-through with reviewing settlement statements.

**Household Income Certifications** Our staff has 7 years experience in conducting income certifications, including the type required by this contract. We have worked directly with low-income households, and understand the critical importance of clear and consistent files and meticulous documentation.

**Managing Project Budgets** Staff has extensive experience in creating and managing project budgets. Rik Alex has prepared hundreds of project budgets and brings decades of construction expertise to budget preparation. Sarah Brachle Wagner has overseen and directly administered over \$3.5 million in CDBG, HOME and NSP funds, as well as managed a portfolio of \$150 million in HOPE VI funds. Audra Hamernik has assisted clients in administering tens of millions in federal funds throughout the state of Illinois. Rosemary Beutell has over 10 years of direct experience in reviewing and certifying payrolls for DuPage County.

## **Tab #3 CAPACITY SUMMARY**

### **Staffing Plan**

The firm of A. Hamernik & Associates is uniquely positioned to provide the project management services solicited by DuPage County in Proposal #14-107. Our firm has been at work in DuPage County since 2002. We work in partnership with area nonprofits and government offices to support the development of a stronger community.

As mentioned, our experience and knowledge as a firm, and through our staffing team, encompasses:

- Working with Federal Funds as both the oversight agency and the recipient agency
- Bidding for, selecting and managing contractors
- Reviewing certified payrolls and completing federal paperwork correctly
- Completing Federal Environmental Review Records
- Creating and reviewing Bid documents, and reviewing and selecting bidders
- Preparing scopes of work
- Managing real estate closings, including communication with homeowners, attorneys, realtors and all members of a development team
- Income qualifying households, and completing all the preliminary communication to ensure that applications are complete and correct
- Preparing and managing project budgets to ensure projects stay on time and on budget

Moreover, we possess knowledge of the DuPage community, its leaders and residents, as well as natural diplomacy, to be able to work pleasantly and successfully with the varied stakeholders.

Our staffing plan for completing the project deliverables is as follows:

#### **Strategic Buy-Out Program**

- Team Lead is Sarah Brachle Wagner. Environmental Review Records to be done by Audra Hamernik and Sarah Brachle Wagner. Income documentation to be done by Amberly May. Administrative support by Sheila Beine and Laurie Lapas.

#### **Mold Remediation**

- Team Lead is Rik Alex. Team Members completing the fieldwork are Dale McClelland and Rich Dickson. Environmental Review Records to be done by Audra Hamernik and Sarah Brachle Wagner. Income documentation to be done by Amberly May. Administrative support by Sheila Beine and Laurie Lapas.

#### **Municipal Match**

- Team Leads are Audra Hamernik and Sarah Brachle Wagner. Environmental Review Records to be done by Audra Hamernik and Sarah Brachle Wagner. Administrative support by Sheila Beine and Laurie Lapas.

#### **Armstrong Park**

- Team Lead is Audra Hamernik. Review of contracts and payrolls to be done by Rosemary Beutell. Administrative support by Sheila Beine and Laurie Lapas.

## **Resumes**

Resumes for the following staff are attached:

- **Audra Hamernik, Principal**
- **Sarah Brachle Wagner, Principal**
- **Rik Alex**
- **Rich Dickson**
- **Dale McClelland**
- **Sheila Beine**
- **Laurie Lapas**
- **Rosemary Beutell**
- **Amberly May**

**AUDRA HAMERNIK, AICP**  
4804 Linscott Avenue, Downers Grove, IL 60515 630-926-0598  
[audra@affordablehousinghelp.com](mailto:audra@affordablehousinghelp.com)

**Master of Urban and Regional Planning**  
University of Illinois, Urbana-Champaign, 1994

**Bachelor of Arts in Urban and Regional Planning**  
University of Illinois, Urbana-Champaign, 1992

#### CURRENT WORK EXPERIENCE

**A. Hamernik & Associates, Inc., Principal**, Downers Grove, Illinois, 2000 to present  
Owns, operates, and manages a planning and development firm. Specializes in affordable housing development, project design, facilitation, training, and technical writing for private and public clients. Prepares and reviews development plans and budgets, and provides financial feasibility analysis. Gained over \$85 million in financing and equity for clients.

**Trinity Services, Inc:** Villa Park, seeking funds to construct a new sixteen unit apartment building as permanent supportive housing for persons with disabilities, 100% rental assistance, pending.

**Sertoma Centre, Inc:** Homewood, seeking funds to construct a new ten unit apartment building as permanent supportive housing for persons with disabilities, pending.

**Northern Fox Valley Habitat for Humanity:** Elgin and Carpentersville, obtained Illinois Affordable Housing Tax Credits related to donations to build and rehab five single-family homes to be sold to low-income homebuyers.

**Neumann Family Services:** Obtained Build Illinois Bond Program and IFF funding to create a residential campus for youth with DD/MI to transition out of DCFS into the adult DHS system. Pending

**DuPage Habitat for Humanity:** Glen Ellyn, obtained HOME funds and Illinois Affordable Housing Tax Credits to develop Prairie Green Subdivision with twelve townhouses and provided technical assistance in obtaining zoning.

**CHAD:** Glen Ellyn, obtained HOME and FAF funds to construct six units of permanent supportive housing for individuals with disabilities. Support services provided by the DuPage County Health Department.

**Midwest Shelter for Homeless Veterans:** Wheaton, obtained HOME funds to develop the Miller Apartments, affordable housing for low-income veterans.

**Northern Fox Valley Habitat for Humanity:** Elgin and Carpentersville, obtained Illinois Affordable Housing Tax Credits related to donations to build and rehab four single-family homes to be sold to low-income homebuyers.

**Delta Center:** Cairo, obtained Neighborhood Stabilization Funds from the State of Illinois to build a ten-unit apartment building for permanent supportive housing for individuals with mental illness.

**Midwest Shelter for Homeless Veterans:** Wheaton, obtained Community Development Block Grant funds, DuPage County Human Services Grant Funds, Emergency Shelter Grant, and other funds to support the Larson Transitional Housing Program.

**Hinsdale Community Services:** obtained Homeless Prevention and Rapid Re-Housing Community Development Block Grant funds, DuPage County Human Services Grant Funds, Emergency Shelter Grant, and other funds to support emergency assistance and their Family Self-Sufficiency Program.

**DuPage Habitat for Humanity:** West Chicago, new construction of 12 homes for eventual homeownership for low-income families using Illinois Affordable Housing Tax Credits, private equity, CDBG, and HOME funds.

**Habitat for Humanity Chicago South Suburbs:** Riverdale, new construction of three homes for eventual homeownership for low-income families with Illinois Affordable Housing Tax Credits and private equity.

**Sandstone Hills Rent to Homeownership.** Hopkins Park, Pembroke Township, Kankakee County, New Construction of 29 single family houses to be rented for 15 then sold to low income families using Low Income Housing Tax Credits, Trust Funds, and Department of Commerce and Economic Opportunity Energy Grant.

**Ogden Manor Apartments:** Naperville, DuPage County, Preservation of 108 units affordable rental housing for seniors and families all with Project Based Section 8 using IHDA tax exempt bonds, Trust Funds, Illinois Affordable Housing Tax Credits, DuPage County HOME, and City of Naperville CDBG.

**DuPage PADS, Inc.:** Naperville, DuPage County, 12-Unit apartment building acquisition and rehabilitation for permanent supportive housing for homeless individuals and families using IHDA Trust Funds, DuPage County HOME & CDBG funds, and Federal Home Loan Bank.

**Housing Continuum, Inc.:** Kane County, Scattered site rental housing for low- and moderate-income families using IHDA Trust Funds. Thirteen single-family homes in three phases.

**Continuum of Care for Kane County:** Project Coordinator for Continuum that facilitates funding through HUD Super NOFA Homeless Assistance Programs and promotes multi-agency partnerships for persons that are homeless since 2003.

**Myers Commons Senior Housing:** Darien, DuPage County, New Construction of 91 units of senior housing using Low-Income Housing Tax Credits, FHA loan, HOME funds, and IHDA Trust Funds.

**LaGrange Area Transitional Housing Corp:** LaGrange, Cook County, Acquired four units of permanent housing for homeless families with children, includes supportive services, using IHDA Trust Funds and Federal Home Loan Bank.

**CHAD Lippert Pointe Town Houses:** Glendale Heights, DuPage County, New Construction of eight units of affordable housing with 6 for sale to first time homebuyers and two as rental units using HOME funds.

**LaGrange Area Transitional Housing Corp:** LaGrange, Cook County Continuum of Care, Supportive Housing Program for Rental Assistance for three units of transitional housing with supportive services for homeless women with children that are victims of domestic violence.

**CHAD Scattered Site Rental Housing:** Acquisition and rehabilitation of single-family units for a scattered site rental program with properties throughout DuPage County since 1999.

**CHAD Just Homes FTHB Program:** DuPage County, Acquisition, rehabilitation and sale of single-family homes using a community land trust model to facility affordable housing for FTHBs with children.

**CHAD Pershing Pointe:** Glen Ellyn, New Construction of a two story eight-unit apartment building with an elevator and one accessible unit for low- and moderate-income families using IHDA Trust Funds and HOME funds.

**DuPage Housing Authority:** Wheaton: Tenant Based Rental Assistance for households enrolled in a Family Self-Sufficiency program.

**Village of Villa Park, Assistant Community Development Director, Villa Park, Illinois, 1998 to 2002**

- Liaison to Planning and Zoning Commission which includes reviewing all zoning cases, making recommendations and presentations to Village Board
- Manages private development projects for village
- Reviews building permits and occupancy permits for compliance with zoning code
- Advances zoning policy for land use, downtown and industrial development, transportation, landscaping and lighting, property maintenance, bulk regulations, and streamlining the zoning and subdivision process
- Represents village in court for zoning and property maintenance enforcement cases
- Assists commercial and industrial developers in locating to the village and making investments
- Assists homeowners in subdividing, constructing and investing in their properties
- Procures grants from federal, regional and private sources
- Assists property owners and village wishing to annex properties
- Directs, supports and supervises building and property maintenance inspectors and clerical staff

**DuPage County, Illinois, Development Department, Senior Planner, Wheaton, Illinois, 1994 to 1998**

Provided technical assistance to affordable housing developers. Managed HOME, Community Development Block Grant, and Emergency Shelter Grants. Provided application review and gap analysis. Managed pre-construction, procurement, labor, and construction payment process for federal compliance. Created database for development and operational costs. Directly managed over eight million dollars of federal funds, including the following projects:

**Maple Court Rental Housing:** Naperville, New Construction of two story accessible building with elevator for 20 mixed income and barrier free rental units with HOME and CDBG funding in third position.

**Pine Ridge Rental Housing:** Woodridge, Acquisition and rehabilitation of a poorly maintained apartment complex with 195 mixed income rental units with HOME and CDBG funding in second position.

**Hamilton Town Homes First Time Home Buyer (FTHB):** Bensenville, Acquisition and rehabilitation of 6 town homes in very poor condition for FTHB program coordinated with the Village of Bensenville. HOME provided second mortgages for FTHBs.

**DuPage Homeownership Center FTHB:** Wheaton, First Time Home Buyer program, HOME provided second mortgages since the program began in 1995.

**Liberty Village Senior Rental Housing:** Elmhurst, New construction of 104 affordable senior rental housing with HOME funding in third position.

**YMCA/Will-Freds Senior Rental Housing:** Aurora, Rehabilitation of upper floors of YMCA to create 36 units of affordable senior rental housing with HOME funding in third position.

**Silver Oaks Senior Rental Housing:** Aurora, New construction of 96 one-bedroom rental units for seniors with HOME funds in third position.

**Joseph Corporation Rental Housing:** Aurora, Rehabilitation and adaptive reuse of commercial building to create 38 units of one-bedroom affordable rental units with HOME in third position.

**VIP Plaza SRO Rental Housing:** Villa Park, Rehabilitation and adaptive reuse of second story of commercial building to create 10 single-room occupancy affordable units with HOME in second position.

**AFFILIATIONS**

**American Planning Association and American Institute of Certified Planners, Member**

**Village of Downers Grove, Plan Commission, Member since 2005**

**Illinois Facility Fund, Community Advisory Board Member since 2005**

**First Baptist Church of Downers Grove, Member since 1995**

**Bluestem Housing Partners, Non-for-Profit, President, Member since 2004**

- Ogden Manor Apartments, Naperville, Preservation of 108 senior and family units using Tax Exempt Bonds, CDBG, and HOME funds with HUD Project Based Rental Assistance.
- Douglas County Apartments, Tuscola and Atwood, Preservation of 35 rural apartments units using Low Income Housing Tax Credits and USDA Rural Development funds and rental assistance.
- Hunters Trace Rent to Homeownership, Benton, New Construction of 34 single family homes to be rented for 15 years than sold to low income homebuyers using Low Income Housing Tax Credits, Trust Funds, Federal Home Loan Bank, and DCEO Energy Grant funds.
- Cottage Apartments, Normal, New Construction of 50 apartments for independent living seniors using Low Income Housing Tax Credits.
- Hope Springs Apartments, Springfield, New Construction of 36 apartments for individuals with disabilities and other special needs with support services provided by SIU School of Medicine using Build Illinois Bond Program, HOME, CDBG, and DCEO funds.

## **Previously Completed Projects**

**See Attached Chart**

**DEVELOPER PREVIOUS PARTICIPATION FORM**

Please complete a separate sheet for each individual and entity with development experience. Make additional copies of this page if needed.

Development Name: A. Hammitt & Associates, Inc.

Ownership Entity: \_\_\_\_\_

Name of GP Principal: \_\_\_\_\_

\*Include development experience of the owner, general partner, principals of the general partner and consultants of the proposed project.

Project Name (place * by any IDHA projects)	Relevant Dates for the Projects Listed Below (Actual or Anticipated) @ Project Start (PS) @ Project Completion (PC)	Project Location Street Address City and State	Project Type (List all that apply) TC = Tax Credit A = Affordable N = Special Needs MF = Multi Family SF = Single Family C = Commercial	# of units	Const. Type NC = New R = Rehab	Lender/ Funding Source (Ind. Contact, Phone)	Loan Amount	Loan Status c = Current d = Default f = Foreclosure	Project Status l = Loan Pending u = Under Constr. p = Placed in Service
1 Ogeen Manor Apartment* Loan 2368	@PS Jan-07 @PC _____	395 E. Ogden Naperville, IL	MF A TC	108	Acq	Tax Exempt Bonds, Trust Funds, DuPage HOME, Nville CDBG, state TC	14M	C	P
2 DuPage Housing Solutions, Inc* HTF-2309	@PS Aug-05 @PC _____	5 Olympus Dr Naperville, IL	MF A	12	R	Trust Funds, DuPage HOME & CDBG, Federal Home Loan Bank	2M	C	P
3 Housing Continuum, Inc* HTF-2227	@PS Aug-07 @PC _____	scattered site Kane Co	MF A	4	R	Trust Funds and Kane Co HOME	1M	C	P
4 Myers Commons Senior Hsg*	@PS 2004 @PC _____	2825 83rd St Darlen, IL	MF A TC	91	NC	LIFTC, AMBAC, HOME, and Trust Funds	14M	C	P
5 LaGrange Area Transitional Hsg* HTF-1812	@PS 2003 @PC _____	scattered site Cook Co	MF A	4	Acq	Trust Funds	\$750,000	C	P
6 Community Housing of DuPage Pershing Points Family Hsg*	@PS 2002 @PC _____	45 S. Main Glen Ellyn, IL	MF A	8	NC	Trust Funds & DuPage HOME	\$750,000	C	P
7 Community Housing of DuPage Lippert Points Town Houses	@PS 2005 @PC _____	Glendale Heights	MF A	8	NC	DuPage HOME	\$800,000	C	P
8 Community Housing of DuPage Scattered Site Rental Hsg*	@PS 2006-2007 @PC _____	scattered site DuPage Co	MF A	35+	R	Trust Funds in 2004, DuPage HOME & FHLB	5M	C	P

**DEVELOPER PREVIOUS PARTICIPATION FORM**

Please complete a separate sheet for each individual and entity with development experience. Make additional copies of this page if needed.

Development Name: \_\_\_\_\_

Ownership Entity: \_\_\_\_\_

Name of GP Principal\*: \_\_\_\_\_

\*Include development experience of the owner, general partner, principals of the general partner and consultants of the proposed project.

Project Name (place * by any IDHA projects)	Relevant Dates Listed Below (Actual or Anticipated) @ Project Start (PS) @ Project Completion (PC)	Project Location Street Address City and State	Project Type (List all that apply) TC = Tax Credit A = Affordable N = Special Needs MF = Multi Family SF = Single Family C = Commercial	# of units	Const Type NC = New R = Rehab	Lender/ Funding Source (Incl. Contact, Phone)	Loan Amount	Loan Status c = Current d = Default f = Foreclosure	Project Status l = Loan Pending u = Under Constr. p = Placed in Service
9 Housing Continuum, Inc* HTF-2995	@PS Aug-98 @PC 2007	scattered site Kane Co	MF A	4	R	Trust Funds & Kane County HOME	\$800,000	C	P
10 DuPage Habitat for Humanity Pioneer Prairie	@PS 2008 @PC 2009	West Chicago Illinois	TC A SF	11	NC	Illinois Affordable Housing Tax Credits	Tax Credits Only	C	P
11 Habitat for Humanity of Chicago South Suburbs	@PS 2008 @PC 2009	Riverdale Illinois	TC A SF	2	NC	Illinois Affordable Housing Tax Credits	Tax Credits Only	C	P
12 Housing Continuum, Inc* HTF-10007	@PS 2009 @PC 2010	scattered site Kane Co	MF A	4	R	Trust Funds & Kane County HOME	\$644,255	C	L
13 Sandstone Hills* FTC-2873-08	@PS 2008 @PC 2010	Hopkins Park Kankakee Co	TC A SF	29	NC	LHFC & Trust Funds	\$1,500,000	C	L
14 DuPage Habitat for Humanity 2009 Pioneer Prairie	@PS 2009 @PC 2010	West Chicago Illinois	TC A SF	2	R	Illinois Affordable Housing Tax Credits	\$43,257	C	L
15 DuPage Habitat for Humanity 2009 Scattered Site	@PS 2009 @PC 2010	Audubon, GDH, Villa Park, IL	TC A SF	3	NC	Illinois Affordable Housing Tax Credits	\$104,976	C	L
16 Northern Fox Valley Habitat 2009 Scattered Site	@PS 2009 @PC 2010	Elgin & Carpentersville	TC A SF	4	NC	Illinois Affordable Housing Tax Credits	\$266,069	C	L



## **References**

**Delta Center, Inc. – Delta Terrace Apartments**

Lisa Tolbert, Executive Director

(618) 734-2665,213

**DuPage PADS – Olympus Place Apartments**

Carol Simler, Executive Director

(630) 682-3846,2310

**Midwest Shelter for Homeless Veterans – Miller Apartments**

Anita Dierks, Former Executive Director

(630) 346-6877

## **Summary of On-Site Inspections**

Our proposal was prepared with the understanding that the contract requires a fair amount of fieldwork. Each team member is prepared to spend a portion of time in transit and in the field, as is required, and has the transportation means to do so. The team members responsible for mold remediation work, in particular, understand that their presence on site is critical to the projects' success. We have prepared our response and our cost analysis to reflect time on site.

### **Strategic Buy-Out Program**

- Team Member in the Field is Sarah Brachle Wagner
- Expected field work includes:
  - o Initial site visits and analyses of potential properties
  - o Meetings with Homeowners (as needed)
  - o Meetings with Appraiser on site (as needed)
  - o Meetings with Movers on site (as needed)
  - o Visits to confirm homes are empty and ready for demolition
  - o Meetings with Demolition Contractor on site
  - o Visits to monitor and confirm successful demolition

### **Mold Remediation**

- Team Members in the Field include Rik Alex, Dale McClelland and Rich Dickson
- Expected field work includes:
  - o Initial site visits to review properties and prepare scopes of work
  - o Meetings with Homeowners to review scopes of work
  - o Meetings with prospective Mold Contractors on site
  - o Meetings with selected Mold Contractor on site to complete work
  - o Visits to monitor, document and confirm successful remediation completion

### **Municipal Match**

- Team Members in the Field include Audra Hamernik and Sarah Brachle Wagner
- Expected field work includes:
  - o Initial site visits to municipalities with applications to analyze projects
  - o Meetings with staff to form recommendations
  - o Meetings with prospective contractors (as needed)
  - o Pre-Construction Meetings with staff of selected municipalities and selected contractors
  - o Visits to monitor, document and confirm successful project completion

### **Armstrong Park**

- Team Members in the Field include Audra Hamernik and Rosemary Beutell
- Expected field work includes:
  - o Initial site visit to review project
  - o Visit(s) to monitor, document and confirm successful project completion

**Tab #4**  
**COST NARRATIVE**  
**Statement of Proposed Compensation**

The Respondent will be compensated on an hourly fee basis of \$150 per hour for the tasks. Our staff has carefully reviewed the Request for Proposal, and we have conducted our own assessment of the hours required to complete the projects. We have prepared our compensation estimate based on our assessments, and have included notes on any disparities from the published calculation of hours.

**Strategic Buy-Out Program**

- DuPage County total hours estimated: 323
- A. Hamernik team total hours estimated: 428
- Difference: +105 hours
  - We believe that we can complete the ERRs in half the time estimated by the County. However, we have added hours to allow for the project oversight, creation of the purchase contract, communication with the title company, securing insurance on the properties, bidding for moving companies, creating RFP(s) for the demolition contractors, and completing the paperwork to pay all contractors.

**Mold Remediation Program**

- DuPage County total hours estimated: 957
- A. Hamernik team total hours estimated: 1262
- Difference: +305 hours
  - We have added hours for project oversight. We have added hours to allow for additional technical assistance to homeowners as we believe that we will need to communicate with more than 60 residents to find the 60 qualifying applications, and to spend more time with them answering questions to find qualifying applications. We have increased the estimates to complete the income certifications, and oversee the bidding process. We have also added hours to complete the paperwork to pay all contractors.

**Municipal Match**

- DuPage County total hours estimated: 235
- A. Hamernik team total hours estimated: 259
- Difference: +24 hours
  - We have shifted some of the time estimates and added project oversight hours.

**Armstrong Park Infrastructure**

- DuPage County total hours estimated: 285
- A. Hamernik team total hours estimated: 184
- Difference: -101 hours
  - We believe that we can review the contracts and payrolls, and oversee the payment process, in fewer hours than were estimated by the County. We have added hours for project oversight.

**Total A. Hamernik team estimated hours are 2133 hours at \$150/hour over a 24-month period that equals \$319,950 in compensation for labor.**

**Expense reimbursements expected at \$4,500 include:**

- Any postage, packaging and/or shipping on behalf of the contract estimated at ~\$2,500.
- Office supplies to manage paperwork of the contract estimated at ~\$2,000.

<b>Strategic Buy-Out</b>						
<b>10 HHs</b>	<b>Hrs</b>	<b>Principal 1</b>	<b>Principal 2</b>	<b>Income Specialist</b>	<b>Admin</b>	
Project Oversight (Planning, Staff Mng, Liaising with County Staff)	45	45				
Outreach to HH through 4 mailings	8				8	
TA to 10+ HHs	15				15	
<b>APPLICATION PROCESS</b>						
Review HH applications	40				40	
HH Eligibility Certifications	20			20		
Environmental Review Record (ERR)	50		50			
<b>SITE CONTROL PROCESS</b>						
Bid for appraisers						
Order Appraisals	30		30			
Prepare Purchase Contract	20		20			
<b>PROPERTY CLOSING PROCESS</b>						
Prepare Closing Documentation	20		20			
Communicate with Title Company	10		10			
Insurance for site	10		10			
<b>MOVING PROCESS - prior to closing</b>						
Bid for Moving Companies	10		10			
<b>DEMOLITION PROCESS</b>						
RFP for demo contractor	10		10			
Oversight of contractor selection	50		50			
Documentation of completion						
RFPs to county	20		20			
<b>POST CLOSING MISC</b>						
Misc Documentation	50		50			
File set-up & close out	20		20			
		<b>Principal</b>	<b>Principal</b>	<b>Income Specialist</b>	<b>Admin</b>	<b>TOTALS</b>
<b>TOTALS</b>	<b>428</b>	<b>45</b>	<b>300</b>	<b>20</b>	<b>63</b>	<b>428</b>

<b>Mold</b>								
<b>60 HHs</b>	<b>Hrs</b>	<b>Principal 1</b>	<b>Principal 2</b>	<b>Income Specialist</b>	<b>CM</b>	<b>CM Super</b>	<b>Admin</b>	
Project Oversight (Planning, Staff Mng, Liaising with County Staff)	50	50						
One mailing and market	15						15	
Press Release	2						2	
TA to 60+ HHs	80			40			40	
<b>APPLICATION PROCESS</b>								
Review HH applications	70						70	
HH Eligibility Certifications	120			120				
Duplication of benefits review	90			90				
ERR	120		120					
<b>REHAB WORK PROCESS</b>								
Site visit to review SOW	175				175	10		
Prepare SOW for bidding	70				40	30		
Oversight of bidding process	180				180			
Site visits to inspect work	120				100	10		
County RFP form to pay contractor	50		20				30	
<b>POST CLOSING MISC</b>								
File set-up & close out	120		20			10	90	
		<b>Principal</b>	<b>Principal</b>	<b>Income Specialist</b>	<b>CM</b>	<b>CM Super</b>	<b>Admin</b>	<b>TOTALS</b>
<b>TOTALS</b>	<b>1262</b>	<b>50</b>	<b>160</b>	<b>250</b>	<b>495</b>	<b>60</b>	<b>247</b>	<b>1262</b>

<b>Municipal Match</b>					
<b>2 projects</b>	<b>Hrs</b>	<b>Principal 1</b>	<b>Sarah</b>	<b>Rosemary</b>	
Project Oversight (Planning, Staff Mng, Liaising with County Staff)	24	24			
Release of Applications	2		2		
TA &?s to HH	6		6		
<b>APPLICATION PROCESS</b>					
Review applications	15		15		
Recommendation Mtg w staff	4		4		
ERR	65		65		
Prepare Subgrantee Ag	9		9		
Place Agendas- Ag & resos	5		5		
<b>BIDDING PROCESS</b>					
TA to muni for bid preparation	6		6		
Review bid spec manuals	3		3		
Preconstruction meetings	9		9		
DBA payrolls & forms	90			90	
Oversight of payments	15			15	
<b>POST CLOSING MISC</b>					
File set-up & close out	6		6		
		<b>Principal</b>	<b>Principal</b>	<b>DBA Specialist</b>	<b>TOTALS</b>
<b>TOTALS</b>	<b>259</b>	<b>24</b>	<b>130</b>	<b>105</b>	<b>259</b>

<b>Armstrong Park Infrastructure</b>				
<b>one site</b>	<b>Hrs</b>	<b>Principal 1</b>	<b>DBA Specialist Hours</b>	
Project Oversight (Planning, Staff Mng, Liaising with County Staff)	24	24		
<b>CONSTRUCTION PROCESS</b>				
Review Payrolls & other documents	100		100	
Oversight of payment process	25		25	
Site visits to doc work % & DBA interviews	25		25	
<b>POST CLOSING MISC</b>				
File set-up & close out	10		10	
	<b>Hrs</b>	<b>Principal</b>	<b>DBA Specialist</b>	<b>Total</b>
<b>TOTALS</b>	<b>184</b>	<b>24</b>	<b>160</b>	<b>184</b>

**Tab #5**  
**MINORITY AND WOMEN OWNED BUSINESSES**

Audra A. Hamernik owns 100% of stocks issued through A. Hamernik & Associates, Inc.

We are a 100% MBE/WBE firm certified by DuPage County Community Development.

The MBE/WBE Certificate approving A. Hamernik & Associates, Inc. is enclosed under this tab.

**DU PAGE COMMUNITY DEVELOPMENT COMMISSION**

June 27, 2014

Audra Hamernik, President  
A. Hamernik and Associates, Inc.  
4905 Main Street, #101  
Downers Grove, IL 60515

Dear Ms. Hamernik:

We are in receipt of your application for inclusion under DuPage Community Development Commission's Minority Owned and Women Owned Business List. Your Woman Owned Business application has been approved and your business has been added to our directory. The list can be viewed on our website at [http://www.dupageco.org/Community\\_Services/Community\\_Development\\_Commission/1387/](http://www.dupageco.org/Community_Services/Community_Development_Commission/1387/).

If you have any further questions, please call me at (630) 407- 6600.

Sincerely,



Thomas J. Schwertman  
Community Services Manager

## **Acknowledgement of Addenda**

**Agency: DuPage County - Procurement Services**

**Bid Identifier: RFP-14-107-0-2014/MCC**

**Bid Name: PROJECT MANAGEMENT SERVICES**

**I acknowledge receipt of the following addenda to RFP 14-107-0-2014/MCC:**

- **14-107 PROJECT MANAGEMENT SERVICES QUESTIONS & ANSWERS**
- **14-107 HOMEOWNER FINANCIAL STATEMENT EXAMPLE**
- **14-107 CDBG DISASTER GRANT FORM EXAMPLE**

  
**Audra Hamernik**  
**Principal**  
**A. Hamernik & Associates**

## **References**

**Delta Center, Inc. – Delta Terrace Apartments**

Lisa Tolbert, Executive Director

(618) 734-2665,213

**DuPage PADS – Olympus Place Apartments**

Carol Simler, Executive Director

(630) 682-3846,2310

**Midwest Shelter for Homeless Veterans – Miller Apartments**

Anita Dierks, Former Executive Director

(630) 346-6877

**RFP #P14-107  
PROPOSAL FORM**

**Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.**

**TO: DUPAGE COUNTY:**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal and, if selected, will enter into a mutually agreeable contract with the County for provision of said goods and/or services.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the information to Offerors, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): GA R, Application Income Worksheet (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Offeror, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Offeror represents that: 1) the Offeror is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Offeror will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

**NONCOLLUSION:**

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

COUNTY OF DU PAGE, ILLINOIS

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Audra Hamernik

Name: Audra Hamernik

Company Name

Title: President

4905 Main Street, #101

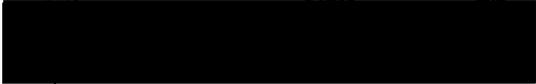
Phone: 630-395-9011

Address

Downers Grove IL 60515

Fax: 630-969-1906

City State Zip



Signature of Person Authorized to Sign

Email: audra@affordablehousinghelp.com

Audra Hamernik

Printed Name

President

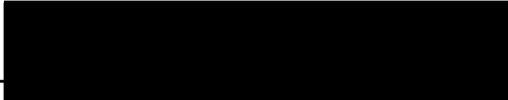
Title

01-0729409

Federal Tax ID

Acknowledged before me by Audra Hamernik (name) as President (title) of A Hamernik & Associates, Inc (company) this 16 (day) of June, 2014.

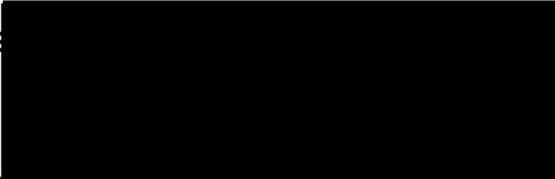
Notary Signature:



My Commission Expires:

05-15-2015

Affix S



**COUNTY OF DU PAGE, ILLINOIS**



**Required Vendor Ethics Disclosure Statement**

<b>Company Name:</b>	A. Hamernik & Associates, Inc.		
<b>Company Contact:</b>	Audra Hamernik	<b>Contact Phone:</b>	630-395-9011
<b>Proposal/Contract/ PO:</b>	#14-107		

For this Disclosure "I" or "you" shall mean the business entity seeking a contract or to whom a contract has been awarded. Those terms include any of the business' principals, family members of the business' principals (father, mother, son, daughter, brother, sister, uncle, aunt, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister) and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

A. The County Ethics Ordinance (viewable at [http://www.dupageco.org/emplibrary/OF1003B04\\_Ethics\\_FINAL.pdf](http://www.dupageco.org/emplibrary/OF1003B04_Ethics_FINAL.pdf)), Section 2-402-1, bans all gifts (except those listed in Section 2-403 from prohibited sources.

I certify that I have not made a prohibited gift to the Chairman or any County Board Member or any County employee, or to the spouse or family member of any of them.

B. The County Ethics Ordinance (viewable at [http://www.dupageco.org/emplibrary/OF1003B04\\_Ethics\\_FINAL.pdf](http://www.dupageco.org/emplibrary/OF1003B04_Ethics_FINAL.pdf)), Section 2-402-2, prohibits County officials from soliciting or accepting campaign contributions in the cumulative amount of more than \$1,000 per calendar year.

I have made the following campaign contributions within the last twelve months: (Reporting begins with contributions made on or after 1/12/10.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
None				

Attach additional sheets if necessary. Sign each added sheet and number each page \_\_(#) of \_\_ (total pages).

C. I understand that making a false or incomplete statement on this disclosure may render me a non-responsive and disqualified offeror, or result in the voiding of any contract awarded to me by the County, and may subject me to statutory criminal penalties (720 ILCS 5/33E-14).

- D. Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to County action, whichever is sooner
  - 30 days prior to the optional renewal of any contract
  - Annual disclosure for multi-year contracts
  - With any request for change order except those issued by the County for administrative adjustments.

*Failure to complete and return this form may constitute a breach of the County's Contractual Obligation.*

Authorized Signature \_\_\_\_\_  
 Printed Name Audra Hamernik  
 Title President  
 Date 06-16-2014

Page 1 of 1

**Please submit completed W-9 form with your proposal**

