

Vendor Agreement Format Print

Referenced Purchase Order: 353-0001 SERV Page: 1
Currency: USD Effective Date: 10/01/14
Expiration Date: 11/30/16
Closed Date:
Last Invoice Allowed Date:
Document Origin: Entered

Purchase Agreement: CS-PROJ MGMT SRVS CDBG-DR

Buyer Contact: Maria Calamia
Phone: 630-407-6182
Fax:

Vendor: 21174 Purchase From:

A. HAMERNIK & ASSOCIATES, INC

1111 WARREN AVENUE
SUITE 2B

Contact:
Phone: 630-395-9011
Fax: 630-969-1906

ATTN: AUDRA HAMERNIK
DOWNERS GROVE IL 60515

CHANGE ORDER FOR CLARIFICATION THAT CONSULTANT MAY WORK ON
"INFRASTRUCTURE PROJECTS," NOT ONLY "ARMSTRONG PARK"
INFRASTRUCTURE PROJECT. THIS IS A "NOT TO EXCEED" CONTRACT, SO
THE AMOUNT IN ITEM "A" BELOW IS A "NOT TO EXCEED" AMOUNT.

| Line | Service Description | UOM | Maximum Quantity | Price |
|------|--|-----|---------------------|-------------|
| 1 | PROJECT MANAGEMENT SERVICES FOR CDBG-DR PER PROP 14-107 | EA | 0 | 270,000.000 |
| | Total AOC: | | 0.000 | |
| | Total Tax: | | 0.000 | |
| | Total Product Cost: | | 270,000.000 | |



REQUEST FOR CHANGE ORDER

DOCUMENT # 5355

| | | | |
|---------------------------------------|---|--------------|---------------------------|
| PURCHASE ORDER # | 353-0001 SERV | P.O. DATE | 10/01/2014 |
| CHANGE ORDER # | 2 | REQUEST DATE | 08/04/2015 |
| VENDOR NAME | A. Hamernik & Associates, Inc. | VENDOR # | 21174 |
| ACCOUNT CODE | | DEPARTMENT | Community Services |
| BID # | Pro #14-107 | PROJECT NAME | CS-Proj Mgmt Srvs CDBG-DR |
| BACKGROUND (HISTORY) | Consultant properly procured through competitive proposals for management of the CDBG Disaster Recovery Funds. | | |
| ISSUE/REASON FOR CHANGE ORDER REQUEST | Clarification that consultant may work on "infrastructure projects," not only "Armstrong Park" infrastructure project. This is a "not to exceed" contract, so the amount in item "A" below is a "not to exceed" amount. | | |

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) WERE NOT REASONABLY FORESEEABLE AT THE TIME THE CONTRACT WAS SIGNED
- (B) THE CHANGE IS GERMANE TO THE ORIGINAL CONTRACT AS SIGNED
- (C) IS IN THE BEST INTEREST OF THE COUNTY OF DU PAGE AND AUTHORIZED BY LAW

INCREASE/DECREASE:

| ITEM | DESCRIPTION | AMOUNT |
|------|--|---------------|
| A | STARTING CONTRACT VALUE: | \$ 270,000.00 |
| B | AMOUNT OF PREVIOUS CHANGE ORDERS: | \$ 0.00 |
| C | CURRENT CONTRACT AMOUNT (A+B) | \$ 270,000.00 |
| D | AMOUNT OF THIS CHANGE ORDER: <input type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE | \$ 0.00 |
| E | NEW CONTRACT AMOUNT (C+D) | \$ 270,000.00 |
| F | PERCENT OF CURRENT CONTRACT VALUE THIS CHANGE ORDER REPRESENTS (D/C): | 0.00% |
| G | CUMULATIVE PERCENT OF CONTRACT CHANGE FOR OF ALL CHANGE ORDERS (B+D/A): (50% MAXIMUM ON CONSTRUCTION CONTRACTS) IF TOTAL PERCENTAGE EXCEEDS 10% INCREASE INCLUDE A DECISION MEMO WITH CHANGE ORDER | 0.00% |

DECISION MEMO NOT REQUIRED

- CONTRACT RENEWAL: RENEWAL EXPIRATION DATE _____ BID # _____ CANCEL ENTIRE ORDER
- CHANGE BUDGET CODE FROM _____ TO _____
- INCREASE/DECREASE QUANTITY FROM _____ TO _____
- PRICE SHOWS \$ _____ SHOULD BE _____
- DECREASE REMAINING ENCUMBRANCE AND CLOSE CONTRACT

DECISION MEMO REQUIRED

- INCREASE/DECREASE CONTRACT EXPIRATION FROM _____ TO _____
- TOTAL CURRENT CONTRACT VALUE (F) OR CUMULATIVE PERCENTAGE BELOW (G) EXCEEDS 10% (OR A MAXIMUM OF \$2,500), INCLUDE A DECISION MEMO WITH CHANGE ORDER
- OTHER (PLEASE EXPLAIN HERE):

Clarification that consultant may perform tasks related to "infrastructure projects," not just "Armstrong Park" infrastructure project; also removes names of specific consultant personnel and leaves reference to titles and hourly rates.

| | | | |
|--|----------|--|----------|
| Carrol Roark | 08/04/15 | [Redacted] | 8/4/15 |
| PREPARED BY | DATE | RECOMMENDED FOR APPROVAL | DATE |
| [Redacted] | 8-5-15 | [Redacted] | 8-5-2015 |
| BUYER | DATE | PROCUREMENT MANAGER | DATE |
| [Redacted] | 8-6-15 | [Redacted] | |
| CHIEF FINANCIAL OFFICER (DECISION MEMOS OVER \$25,000) | DATE | STATES ATTORNEY'S OFFICE (AS REQUIRED) | DATE |
| [Redacted] | 8-10-15 | | |
| CHAIRMAN'S OFFICE (DECISION MEMOS OVER \$25,000) | DATE | | DATE |

APPROVED

AUG 25 2015

CONSENT AGENDA

AUG 25 2015

CONSENT AGENDA



DECISION MEMO

DOCUMENT # _____

This form is required for all Professional Service (3090) Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

| | | | |
|----------------------------------|--|------------------------------|--------------------|
| Requisition # | | Requesting Department | Community Services |
| Vendor 21174 | | Department Contact | Mary Keating |
| Date Submitted For Review | | Contact Phone # | X6457 |

| | |
|---|---|
| Issue | (Identify action to be taken: for instance approval of new contract, renew contract, increase contract, etc.) |
| Clarification of consulting contract to state consultant may perform tasks related to "infrastructure projects," not only "Armstrong Park" infrastructure project; also removes names of consultant personnel and leaves titles and hourly rates. | |

| | |
|--|---|
| Summary Explanation/Background | (Provide an executive summary of the action to provide context and clarity of underlying request for action.) |
| Consultant properly procured through competitive proposals for management of the CDBG Disaster Recovery Funds. It is a "not to exceed" contract. This is clarification only. | |

| | |
|---|--|
| Discussion | Provide rationale for the action. Why action is necessary? What is to be accomplished? |
| Action is necessary because County has received additional grant funds and is now undertaking additional infrastructure projects. | |

| | |
|--|--|
| Source Selection/Vetting Information | (Describe method used to select source.) |
| Consultant properly procured through competitive proposals for management of the CDBG Disaster Recovery Funds. It is a "not to exceed" contract. This is clarification only. | |

| | |
|--|--|
| Options | (Itemize -- there must always be at least 2 options. List other ways to accomplish request.) |
| <ol style="list-style-type: none"> 1) Clarify contract. 2) Hire more staff to handle additional infrastructure projects. | |

| | |
|------------------------|---|
| Recommendations | (Describe staff recommendation and provide reason.) |
| Clarify contract. | |

| | |
|-----------------------------------|--|
| Fiscal Impact/Cost Summary | (Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.) |
| \$0 | |

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

This Modification One is made to Professional Service Agreement ("AGREEMENT") 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 1111 Warren Avenue, Suite 2B, Downers Grove, IL 60515 (hereinafter referred to as the CONSULTANT) adopted by County Board Resolution DC-P-0255-14 on October 28, 2014.

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

WHEREAS, CONSULTANT and COUNTY entered into said AGREEMENT for the performance of certain tasks; and

WHEREAS, Paragraph 2.2 of the AGREEMENT states that COUNTY or CONSULTANT may request changes in the Scope of Work and further states that COUNTY and CONSULTANT would meet to evaluate whether modifications are needed in the Scope of Work; and

WHEREAS, now that the CONSULTANT has started performing the tasks listed on the Scope of Work and the needs of the community have been better determined through needs assessments performed to receive additional grant funds for disaster recovery; and

WHEREAS, Paragraph 13.1 of the AGREEMENT states that the AGREEMENT may be modified or amended only by a written document duly approved and executed by COUNTY and CONSULTANT;

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. Page 1 of the Exhibit A Scope of Work attached to the AGREEMENT is hereby modified to indicate that CONSULTANT will be performing tasks under the Activity "Infrastructure Projects," rather than specifically "Armstrong Park."
2. Page 2 of the Exhibit A Scope of Work attached to the AGREEMENT is hereby modified by removing the specific names of CONSULTANT personnel performing work under the AGREEMENT and leaving titles and hourly rates; it is further amended by addition of the title "Clerical" with an hourly rate of \$20.00 per hour.
3. The Exhibit B Deliverables attached to the AGREEMENT is hereby modified to indicate that CONSULTANT will be delivering oversight and close out for "Infrastructure Projects," rather than specifically "Armstrong Park."
4. COUNTY and CONSULTANT acknowledge that the tasks and hours assigned to each task on Exhibit A are estimates only and that tasks and hours may be adjusted and moved from one activity to another as actual time required to perform tasks and community need for and interest in the listed activities is determined during the course of the AGREEMENT. Such adjustments within and between activities will not require further written modification to the AGREEMENT.
5. In all other terms and respects the AGREEMENT is unchanged and remains in full force and effect.

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

COUNTY OF DUPAGE

A. Hamernik & Associates, Inc.

[Redacted Signature]

BY: [Redacted Signature]
Audra Hamernik, Principal

ATTEST BY:

[Redacted Signature]

ATTEST BY:
[Redacted Signature]

NAME: [Redacted]
TITLE: [Redacted]