



**Regular Meeting of the  
Board of Trustees**

**Agenda**

**Tuesday, July 17, 2018**

- I. CALL TO ORDER** July 17, 2018 at 6:35 p.m.  
Boardroom – A-300
- II. ROLL CALL**
- III. APPROVAL OF BOARD MINUTES – VOLUME LIV**  
[Minutes of the Regular Board Meeting of June 19, 2018, No. 20](#)
- IV. COMMENTS ON THIS AGENDA**
- V. CITIZEN PARTICIPATION**
- VI. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VII. STUDENT SENATE REPORT**
- VIII. BOARD COMMITTEE REPORTS**
  - A. Academic Affairs/Student Affairs
  - B. Finance/Maintenance & Operations
- IX. ADMINISTRATIVE REPORT**
- X. PRESIDENT’S REPORT**
- XI. CHAIRMAN’S REPORT**
- XII. NEW BUSINESS**
  - A. [Action Exhibits](#)
    - [16157 Budget Transfers](#)
    - [16158 Renewal of Follett Bookstore Agreement](#)
    - [16159 2018 Federal Transit Administration Certifications and Assurances](#)
    - [16160 Clinical Affiliation Agreement with Northshore University Healthsystem](#)
    - [16161 Clinical Affiliation Agreement with Adventist Midwest Health](#)
    - [16162 Clinical Affiliation Agreement with Advocate Lutheran General Hospital](#)
    - [16163 Addendum to Clinical Affiliation Agreement with Advocate Sherman Hospital](#)
    - [16164 Addendum to Clinical Affiliation Agreement with Smith Perry Eye Center](#)
    - [16165 AT&T HD Video Broadcast Services Five-Year Fiber Agreement](#)

B. [Purchasing Schedules](#)

C. Bills and Invoices

D. Closed Session – To discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation

E. Human Resources Report

**XIII. COMMUNICATIONS – INFORMATION**

A. Human Resources Information Materials

B. Informational Material

**XIV. ADJOURNMENT**

**CALL TO ORDER/ROLL CALL**

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 8:13 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Ms. Erendira Garcia, Mr. Glover Johnson, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Jay Reyes, Mr. Mark Stephens, Ms. Diane Viverito.

**APPROVAL OF BOARD MINUTES**

Mr. Reyes made a motion, seconded by Mr. Johnson, to approve the minutes of the Regular Board Meeting of May 15, 2018. Voice vote carried the motion unanimously.

**COMMENTS ON THIS AGENDA**

With leave of the Board, men's basketball team members, coaches and staff were recognized at this point on the agenda. Chairman Stephens apologized for the tardiness of the meeting start time due to the Board taking the NJCAA Division II National Championship team out to dinner tonight and presenting them with championship rings (which were generously donated). Student Athletes Martrell Barnes, Deonta Terrell and Devin Blake and Coach Steve Christiansen discussed their experiences at Triton and winning the championship, expressing thanks to the Board and college community for the support they've received.

**CITIZEN PARTICIPATION**

Dennis McNamara, Faculty, addressed the Board regarding faculty contract negotiations. Using the example of his son's Marine Corps service in Iraq, he stated his looking forward to being part of a team where we do our best with trust and respect.

Joe Dusek, Faculty, addressed the Board regarding contract negotiations, stating that we're close, and that faculty will keep coming back until the contract is done.

Tony Johnston, President of the Cook County College Teachers Union, addressed the Board regarding the faculty contract, urging the crossing of the finish line with the contract.

Daniele Manni, Faculty, addressed the Board regarding the TCFA contract negotiations, discussing the faculty's plan for assessment, and calling for pragmatism.

Myrna LaRosa, Faculty, addressed the Board regarding the faculty contract, discussing faculty assessment within departments.

Michael Flaherty, Faculty, addressed the Board regarding the faculty contract, noting that he and many faculty work beyond what they are expected to do, and if asked to stretch further, will have less time for teaching and working with students.

Lisa Samra, Faculty, addressed the Board regarding the contract, discussing the importance of employees feeling valued.

Elizabeth Collins, Faculty, addressed the Board regarding the faculty contract, discussing the issue of assessment as crucial, and encouraging negotiators to cross the line.

Christina Brophy, Faculty, addressed the Board regarding the Triton College contract, discussing her pride in teaching at Triton College, her students, and her colleagues, calling for respect for faculty professionalism.

Fionnelle Brophy, daughter of Dr. Brophy, addressed the Board regarding fair pay, calling for respect for faculty for all they do for students, and thanking everyone attending tonight for coming to support the union.

Chairman Stephens thanked everyone in attendance, stating that he respects and appreciates their presence tonight. He discussed the recent law change in Springfield that caps raises at 3 percent (down from 6 percent) before the college is penalized with the cost of the pension.

#### **REPORTS/ANNOUNCEMENTS – Employee Groups**

Faculty Association President Joe Dusek noted that he is very proud of Triton Faculty.

Mid-Management Association President Kay Frey reported on how Mid-Managers work with Faculty, commenting that they look forward to continue working with Faculty in providing an education to our students.

Adjunct Faculty Association President Bill Justiz commented that he hopes for a speedy resolution of the Faculty contract.

#### **STUDENT SENATE REPORT**

None.

#### **BOARD COMMITTEE REPORTS**

##### Academic Affairs/Student Affairs

Ms. Viverito reported that the committee reviewed and voted in support of all of the items pertaining to academic and student affairs. She noted that the committee does not meet during the month of July.

##### Finance/Maintenance & Operations

Ms. Peluso reported that the committee met and have forwarded all items to the Board with a recommendation for approval.

#### **ADMINISTRATIVE REPORT**

None.

#### **PRESIDENT'S REPORT**

None.

**CHAIRMAN'S REPORT**

Chairman Mark Stephens discussed that there is a State of Illinois budget now, but the college doesn't have actual figures yet of funding that will be received. Last year the college received 8 percent from the state, compared to the 33 percent formula established by the state legislature. Mr. Stephens encouraged everyone to continue efforts to increase enrollment.

**NEW BUSINESS**

**ACTION EXHIBITS**

With leave of the Board, Mr. Stephens asked for the Action Exhibits to be taken as a group, including:

- 16118 Budget Transfers**
- 16119 Approval of FY 2019 Tentative Budget**
- 16120 Prevailing Wage Resolution 2018-19**
- 16121 FY 2020 RAMP Report**
- 16122 Revision in Treasurer's Bond**
- 16123 Reduction of Surety Bond – Capital Improvements for College Treasurer**
- 16124 Agreement with Quality Catering for Kids, Inc. for Child Development Center Food Service**
- 16125 Certificate of Final Completion and Authorization of Final Payment for the Co-Generation Exhaust System Upgrades**
- 16126 Albertsons/Safeway Corporate Charge Card Program**
- 16127 American Digital Purchase of Network Hardware**
- 16128 Apple, Inc. Purchase of Apple Equipment**
- 16129 CDW Government Purchase of Computer Software and Peripherals**
- 16130 Heartland Business Systems Purchase of Computer Hardware, Software, and Peripherals**
- 16131 Integrated Document Technologies Maintenance Agreement Renewal**
- 16132 Upland Software Filebound Service Agreement Renewal**
- 16133 Midco Software Assurance Renewal**
- 16134 Midco Hardware Support Renewal**
- 16135 Midco Purchase of Telephone Equipment**
- 16136 Regroup Service Agreement Renewal**
- 16137 Speedlink Palo Alto Firewall Maintenance Renewal**
- 16138 WebSolutions Website Hosting Agreement Renewal**
- 16139 American Digital – HP Hardware Maintenance**
- 16140 Renewal of Service Agreement with PeopleAdmin, Inc.**
- 16141 Agreement with Shaker Recruitment, Advertising and Communications FY 18**
- 16142 Agreement with Shaker Recruitment, Advertising and Communications FY 19**
- 16143 ILLINET/OCCLC Service Renewal Agreement with the Secretary of State/ State Librarian of the State of Illinois**
- 16144 Titles for Library Removal/Weeding**
- 16145 Release of Educational Technology Resource Center's VHS, DVD, and Audio Cassette Tapes for Disposal**

- 16146 Blackboard Application Maintenance Renewal**
- 16147 Agreement with Mango Languages**
- 16148 Agreement with 2060 Digital**
- 16149 Agreement with Hibu**
- 16150 Agreement with iHeart Media**
- 16151 Agreement with Polnet Communications, Ltd.**
- 16152 Agreement with Total Traffic and Weather Network**
- 16153 Agreement with Univision Communications Inc.**
- 16154 Agreement with WGN-TV**
- 16155 Curriculum Committee Recommendation, May 2018**
- 16156 Curriculum Committee Recommendation, June 2018**

Mr. Reyes made a motion to approve the Action Exhibits, seconded by Ms. Peluso. Voice vote carried the motion unanimously.

**PURCHASING SCHEDULES**

**B40.20 Enrollment Newsletter**

**B40.21 Fall 2018 Continuing Ed Guide**

Ms. Peluso made a motion to approve the Purchasing Schedules, seconded by Mrs. Potter. Voice vote carried the motion unanimously.

**BILLS AND INVOICES**

Ms. Peluso made a motion, seconded by Mrs. Potter, to pay the Bills and Invoices in the amount of \$1,382,258.50.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Garcia, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

**CLOSED SESSION**

Ms. Peluso made a motion to go into Closed Session to discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation, seconded by Mr. Johnson.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Garcia, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. The Board went into Closed Session at 8:58 p.m.

## **RETURN TO OPEN SESSION**

Ms. Viverito made a motion to return to Open Session, seconded by Ms. Peluso.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Garcia, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes,  
Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. The Board returned to Open Session at 10:02 p.m.

## **HUMAN RESOURCES REPORT**

### **1.0 Faculty**

Ms. Peluso made a motion, seconded by Mrs. Potter, to approve page 1 of the Human Resources Report, items 1.1.01 and 1.2.01. Voice vote carried the motion unanimously.

### **2.0 Adjunct Faculty**

Ms. Peluso made a motion, seconded by Mr. Reyes, to approve pages 2 and 3 of the Human Resources Report, items 2.5.01 through 2.7.02. Voice vote carried the motion unanimously.

### **3.0 Administration**

Ms. Peluso made a motion, seconded by Mrs. Potter, to approve pages 4 through 7 of the Human Resources Report, items 3.1.01 through 3.5.29. Voice vote carried the motion unanimously.

### **4.0 Classified, Police & Engineers**

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve pages 8 through 10 of the Human Resources Report, items 4.1.01 through 4.8.01. Voice vote carried the motion unanimously.

### **5.0 Mid-Management**

Ms. Viverito made a motion, seconded by Ms. Peluso, to approve pages 11 and 12 of the Human Resources Report, items 5.1.01 through 5.4.02. Voice vote carried the motion unanimously.

### **6.0 Hourly Employees**

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve pages 13 through 16 of the Human Resources Report, items 6.1.01 through 6.5.01. Voice vote carried the motion unanimously.

### **7.0 Other**

Ms. Viverito made a motion, seconded by Ms. Peluso, to approve pages 17 through 21 of the Human Resources Report, items 7.1.01 through 7.6.01. Voice vote carried the motion unanimously.

**ADJOURNMENT**

There being no further business before the Board, a motion was made by Ms. Peluso to adjourn the meeting, seconded by Mrs. Potter. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 10:06 p.m.

Submitted by: Mark R. Stephens  
Board Chairman

Diane Viverito  
Board Secretary

*Susan Page*  
Susan Page, Recording Secretary



**TRITON COLLEGE, District 504**  
**Board of Trustees**

Meeting of July 17, 2018

ACTION EXHIBIT NO. 16157

**SUBJECT:** BUDGET TRANSFERS

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**RECOMMENDATION:** That the Board of Trustees approve the attached proposed budget transfers to reallocate funds to object codes as required.

**RATIONALE:** Transfers are recommended to accommodate institutional priorities.

See description on attached forms.

**Submitted to Board by:** Sean Sullivan  
(Vice President) Sean O'Brien Sullivan

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**Board Officers' Signatures Required:**

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u>                    </u> Date
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Related forms requiring signature: Yes            No   X

**PROPOSED BUDGET TRANSFERS - FY 2018  
FOR THE PERIOD 6/1/18 to 6/30/18**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
<b>RESTRICTED FUND</b>					
1	STN-PERKINS-SURGICAL TECH	06-10405003-510200010	ICCB Perkins Federal	06-20805002-530900010	\$ 7,119.00
2	STN-PERKINS-SURGICAL TECH	06-10405003-520900000	ICCB Perkins Federal	06-20805002-520900000	3,524.00
3	STN-PERKINS-SURGICAL TECH	06-10405003-530900010	ICCB Perkins Federal	06-20805002-530900010	182.50
4	STN-PERKINS-SURGICAL TECH	06-10405003-540900505	ICCB Perkins Federal	06-20805002-530900010	184.72
5	State Performance Grant	06-10605001-510200005	State Performance Grant	06-10605001-540100210	40,000.00
6	State Performance Grant	06-10605001-510200005	State Performance Grant	06-10605001-540100210	77,000.00
7	AES-ADULT ED. STATE	06-10605002-510300010	AES-ADULT ED. STATE	06-10605002-530900020	2,600.00
8	AES-ADULT ED. STATE	06-10605002-510300010	AES-ADULT ED. STATE	06-10605002-540100210	94,000.00
9	Perkins Coordinator	06-20805008-530900010	Automotive Tech Grant	06-10300520-540900505	13,868.78
10	PEN - Perkins Enrollment	06-20905001-550100005	PEN - Perkins Enrollment	06-20905001-540900505	314.93
11	IMLS-Community Catalyst	06-20905037-530900010	IMLS-Community Catalyst	06-20905037-510200005	14,894.00
12	IMLS-Community Catalyst	06-20905037-530900010	IMLS-Community Catalyst	06-20905037-510600010	17,126.00
13	Student Support Services	06-30200525-540200010	Student Support Services	06-30200525-550100005	1,500.00
14	State Retired Volunteer	06-40405005-510200010	State Retired Volunteer	06-40405005-550900005	3,330.26
15	State Retired Volunteer	06-40405005-540100110	State Retired Volunteer	06-40405005-550900005	0.82
16	Achieving the Dream	06-40905053-530900010	Achieving the Dream	06-40905053-540200005	60.00
			<b>TOTAL RESTRICTED FUND</b>		<b>\$ 275,705.01</b>
			<b>TOTAL PROPOSED BUDGET TRANSFERS</b>		<b>\$ 275,705.01</b>

**Budget Transfer Form**

Dollar Amount

\$7,119.00

Object Code Description

From what Budget Account

06 - 10405003 - 510200010

Professional/Tech-Part Time

To what Budget Account

06 - 20805002 - 530900010

Other Contractual Services

Is this a Grant?

Yes No  
(X) ( )

Grant Accountant?

Robert Mungerson

Include Attachment?

Yes No  
( ) (X)**Rationale**

Please transfer funds from Perkins Professional/Tech-Part Time account into Other Contractual Services account unable to hire Simulation Tech position until 04/11/18. We will be using less funds than estimated. Funds are needed in ICCB Perkins Federal Other Contractual Services for repurposing.

This transfer is in keeping with current Perkins Grant guidelines.

**Required Signatures**

Requestor

DocuSigned by:

Linda Martinez

6/5/2018

Cost Center Manager

DocuSigned by:

Susan Campos

6/5/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Susan Campos

6/5/2018

Associate Vice President

DocuSigned by:

Cheryl Anderson

6/5/2018

Area Vice President

DocuSigned by:

Debra Baker

6/6/2018

**BUSINESS OFFICE APPROVALS**Grant Accountant: [Signature]Asst. Director of Finance: [Signature]Exec. Director of Finance: [Signature]AVP of Finance: [Signature]VP of Business Services: [Signature]Entered by: B3849 DS 6/12/18

Budget Transfer Form

Dollar Amount

\$3,524.00

Object Code Description

From what Budget Account

06 - 10405003 - 52900000

other Employee Benefits

To what Budget Account

06 - 20805002 - 520900000

other Employee Benefits

Is this a Grant?

Yes No  
[X] [ ]Include Attachment? Yes No  
[ ] [X]

Grant Accountant?

Robert Mungerson

Rationale

Please transfer funds from Perkins Other Employee Benefits account into Other Employee Benefits account unable to hire Simulation Tech position until 04/11/18. We will be using less funds than estimated funds are needed in ICCB Perkins Federal Other Employee Benefits for repurposing.

This transfer is in keeping with current Perkins Grant Guidelines.

Required Signatures

Requestor

DocuSigned by:

Linda Martinez

6/5/2018

Cost Center Manager

DocuSigned by:

Susan Campos

6/5/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Susan Campos

6/5/2018

Associate Vice President

DocuSigned by:

Cheryl Bateman

6/5/2018

Area Vice President

DocuSigned by:

Debra Baker

6/6/2018

## BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by:

B3848056/12/18

**Budget Transfer Form**

**Dollar Amount** \$182.50

**From what Budget Account** 06 - 10405003 - 530900010 **Object Code Description** Other Contractual Service

**To what Budget Account** 06 - 20805002 - 530900010 **ICCB Perkins Federal**

**Is this a Grant?** Yes ☐ No ☒ **Include Attachment?** Yes ☐ No ☒

**Grant Accountant?** Robert Mungerson

**Rationale**

Due to contractual services costing less than estimated, transferring of funds is needed from 06-104050030530900010 Other Contractual Services to 06-20805002-530900010 ICCB Perkins Federal into Other Contractual Services for repurposing.

The budget transfer is allowable under the terms of the grant.

**Required Signatures****Requestor**

DocuSigned by:  
Linda Martinez 5/30/2018

**Cost Center Manager**

DocuSigned by:  
Susan Campos 5/31/2018

**Associate Dean (If Applicable)****Dean (If Applicable)**

DocuSigned by:  
Susan Campos 5/31/2018

**Associate Vice President**

DocuSigned by:  
Cheryl Antonick 5/31/2018

**Area Vice President**

DocuSigned by:  
Debra Baker 5/31/2018

**BUSINESS OFFICE APPROVALS****Grant Accountant:** [Signature]**Asst. Director of Finance** [Signature]**Exec. Director of Finance:** [Signature]**AVP of Finance:** [Signature]**VP of Business Services:** [Signature] 6/4/18**Entered by:**B3844056/4/18

**Budget Transfer Form**

Dollar Amount

\$184.72

Object Code Description

From what Budget Account

06 - 10405003 - 540900505

Other Material &amp; Supplies

To what Budget Account

06 - 20805002 - 530900010

ICCB Perkins Federal

Is this a Grant?  
Grant Accountant?Yes No  
(X) [ ]

Robert Mungerson

Include Attachment? Yes No  
[ ] (X)**Rationale**

Due to materials costing less than estimated, transfer \$184.72 from 06-10405003-540900505 Other Material and Supplies to 06-20805002-530900010 ICCB Perkins Federal into Other Contractual Services for repurposing.

The budget transfer is allowable under the terms of the grant.

**Required Signatures**

Requestor

 DocuSigned by:  
 Linda Martinez 5/30/2018

Cost Center Manager

 DocuSigned by:  
 Susan Campos 5/31/2018

Associate Dean (If Applicable)

Dean (If Applicable)

 DocuSigned by:  
 Susan Campos 5/31/2018

Associate Vice President

 DocuSigned by:  
 Cheryl Antonich 5/31/2018

Area Vice President

 DocuSigned by:  
 Debra Baker 5/31/2018
**BUSINESS OFFICE APPROVALS**

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by:

B3845 DS 6/4/18

**Budget Transfer Form****Dollar Amount**\$40,000.00**Object Code Description****From what Budget Account**06 - 10605001 - 510200005Professional/Tech - Full-Time**To what Budget Account**06 - 10605001 - 540100210Instructional Supplies**Is this a Grant?**Yes ☒ No ☐**Include Attachment?** Yes ☐ No ☒**Grant Accountant?**

Susan Zefeldt

**Rationale**

Please transfer the amount of \$40,000.00 from Professional/Tech - Full-Time into Instructional Supplies. This amount will cover the cost of new instructional supplies that align with recently developed curriculum.

**Required Signatures****Requestor**

DocuSigned by:  
Sandra Hernandez 6/18/2018

**Cost Center Manager**

DocuSigned by:  
Suzanne Lynch 6/18/2018

**Associate Dean (If Applicable)****Dean (If Applicable)**

DocuSigned by:  
Suzanne Lynch 6/18/2018

**Associate Vice President**

DocuSigned by:  
Cheryl Antonich 6/18/2018

**Area Vice President**

DocuSigned by:  
Debra Baker 6/18/2018

**BUSINESS OFFICE APPROVALS****Grant Accountant:**6/19/18**Asst. Director of Finance**SD**Exec. Director of Finance:**AP**AVP of Finance:**Q**VP of Business Services:**6/19/18**Entered by:**B3856 DSC/19/18

Budget Transfer Form

Dollar Amount \$77,000.00

From what Budget Account 06 - 10605001 - 510200005 Object Code Description Professional/Tech - Full-Time

To what Budget Account 06 - 10605001 - 540100210 Instructional Supplies

Is this a Grant? Yes No  
☒ ☐

Grant Accountant? Susan Zefeldt

Include Attachment? Yes No  
☐ ☒

Rationale

Please transfer the amount of \$77,000.00 from Professional/Tech - Full-Time into Instructional Supplies. This amount will cover the cost of new instructional supplies for the Level Up Math Program.

Required Signatures

Requestor

DocuSigned by:  
Sandra Hernandez 6/20/2018

Cost Center Manager

DocuSigned by:  
Jacqueline Lynch 6/20/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:  
Jacqueline Lynch 6/20/2018

Associate Vice President

DocuSigned by:  
Cheryl Antonick 6/21/2018

Area Vice President

DocuSigned by:  
Debra Baker 6/21/2018

## BUSINESS OFFICE APPROVALS

Grant Accountant:

SS 6/21/18

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by:

B3859 DSG 6/21/18



**Budget Transfer Form**

Dollar Amount

\$2,600.00

Object Code Description

From what Budget Account

06 - 10605002 - 510300010

PT Faculty Contracts

To what Budget Account

06 - 10605002 - 530900020

Other Contr-Assess &amp; Test

Is this a Grant?  
Grant Accountant?Yes  
[X]  
No  
[ ]

susan zefeldt

Include Attachment? Yes [ ] No [X]

**Rationale**

Please transfer the amount of \$2,600.00 from PT Faculty Contracts into Other Contr-Assess & Test. This will cover costs incurred by Testing Center for proctoring CASAS, TABE & TELP.

**Required Signatures**

Requestor

 DocuSigned by:  
 Sandra Hernandez 6/4/2018

Cost Center Manager

 DocuSigned by:  
 Jacqueline Lynch 6/4/2018  
 F30A918C02764AD

Associate Dean (If Applicable)

Dean (If Applicable)

 DocuSigned by:  
 Jacqueline Lynch 6/4/2018  
 F30A918C02764AD

Associate Vice President

 DocuSigned by:  
 Cheryl Antonia 6/4/2018  
 84C7A1B17C447

Area Vice President

 DocuSigned by:  
 Debra Baker 6/5/2018  
 F30517A3C0294D5
**BUSINESS OFFICE APPROVALS**

Grant Accountant: 8/6/18

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by: B3853 DS 6/12/18

**Budget Transfer Form**

Dollar Amount

\$94,000.00

Object Code Description

From what Budget Account

06 - 10605002 - 510300010

PT Faculty Contracts

To what Budget Account

06 - 10605002 - 540100210

Instructional Supplies

Is this a Grant?

Yes No  
[X] [ ]

Grant Accountant?

susan zefeldt

Include Attachment? Yes No  
[ ] [X]

Rationale

Please transfer the amount of \$94,000.00 from PT Faculty Contracts into Instructional Supplies. This amount will cover the cost of new instructional supplies that align with recently developed curriculum.

**Required Signatures**

Requestor

DocuSigned by:

Sandra Hernandez

6/4/2018

Cost Center Manager

DocuSigned by:

Jacqueline Lynch

6/4/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Jacqueline Lynch

6/4/2018

Associate Vice President

DocuSigned by:

Cheryl Hinton

6/4/2018

Area Vice President

DocuSigned by:

Debra Baker

6/5/2018

**BUSINESS OFFICE APPROVALS**

Grant Accountant:

8/8 6/8/18

Asst. Director of Finance

B

Exec. Director of Finance:

M

AVP of Finance:

VP of Business Services:

6/12/18

Entered by:

B3852 DS 6/12/18

**Budget Transfer Form**

Dollar Amount

\$13,868.78

Object Code Description

From what Budget Account

06 - 20805008 - 530900010

Perkins Coordinator-Other Contractual Services

To what Budget Account

06 - 10300520 - 540900505

Perkins Automotive Other Material &amp; Supplies

DS  
RM

Is this a Grant?

Yes No  
[X] [ ]Include Attachment? Yes No  
[ ] [X]

Grant Accountant?

Robert Mungerson

**Rationale**

Money is not need in Perkins Coordinator Other Contractual Services.  
The Perkins budget modification was approved by the ICCB. Please transfer \$13,868.78 from  
06-20805008-530900010 Perkins Coordinator : Other Contractual Services to 06-10300520-540900505 Automotive  
other materials and supplies. Please add Sacella Smith in your grant budget transfer as a signatory. Also  
ensure the supplies below arrive on campus before June 30th. Let me know if you have questions.

**Automotive Engine Rebuilding tools**

New Way Seat Cutters	2	\$2,200.00	\$4,400.00
New Way Seat Cutters Pilots (")	1	\$1,190.00	\$1,190.00
New Way Seat Cutter Pilots (mm)	1	\$1,230.00	\$1,230.00
Outside Micrometers 0-4" .0001	4	\$470.82	\$1,883.28
Outside Micrometers 0-4mm .0001	4	\$415.07	\$1,660.28
Bore Gage 2-6" .0001	2	\$385.44	\$770.88
Valve Guide Bore Gage .0001	1	\$1,170.00	\$1,170.00
Surface Plate 24"x18"	1	\$659.00	\$659.00
Lab Cabinet 36"x72"	1	\$9	

**Required Signatures**

Requestor

DocuSigned by:

Sandy Porumba

5/24/2018

Cost Center Manager

DocuSigned by:

[Signature]

6/7/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Henry Bolleke

6/12/2018

Associate Vice President

DocuSigned by:

Cheryl Antonide

6/12/2018

Area Vice President

DocuSigned by:

Debra Baker

6/12/2018

**BUSINESS OFFICE APPROVALS**

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by: B3854 DS 6/14/18

Budget Transfer Form

Dollar Amount

\$314.93

Object Code Description

From what Budget Account

06 - 20905001 - 550100005

Meeting Expenses

To what Budget Account

06 - 20905001 - 540900505

Other Materials &amp; Supplies

Is this a Grant? Yes No  
☒ [X] ☐ [ ]  
 Grant Accountant? Robert Mungerson

Include Attachment? Yes No  
☐ [ ] ☒ [X]

Rationale

Funds were allocated in meeting expenses for professional development, but is no longer needed. Additional funding is needed to purchase materials for students related to overcoming barriers. This transfer of funds is allowable per grant guidelines.

Required Signatures

Requestor

DocuSigned by:  
 Amanda Turner 5/25/2018

Cost Center Manager

DocuSigned by:  
 Amanda Turner 5/25/2018

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:  
 Jessica Rubalcaba 5/30/2018

Area Vice President

DocuSigned by:  
 Mary-Rita Moore 5/30/2018

## BUSINESS OFFICE APPROVALS

Grant Accountant: Asst. Director of Finance: Exec. Director of Finance: AVP of Finance: VP of Business Services: 

Entered by: B3846056/4/18

Budget Transfer Form

Dollar Amount \$14,894.00

Object Code Description

From what Budget Account 06 - 20905037 - 530900010 IMLS - Other Contractual Services

To what Budget Account 06 - 20905037 - 510200005 IMLS - Professional/Tech-Full-Time

Is this a Grant? Yes ☐ No ☒

Grant Accountant? Include Attachment? Yes ☐ No ☒

Rationale

The Dean of Academic Success is requesting that \$14,894.00 be transferred from the Other Contractual Services line into the Professional/Technical Full-Time. This is an allowable transfer.

Required Signatures

Requestor DocuSigned by:  
Claire Basile 6/19/2018

Cost Center Manager DocuSigned by:  
Deborah Baness King 6/21/2018

Associate Dean (If Applicable) \_\_\_\_\_

Dean (If Applicable) \_\_\_\_\_

Associate Vice President DocuSigned by:  
Cheryl Antonich 6/21/2018

Area Vice President DocuSigned by:  
Debra Baker 6/21/2018

## BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_



AVP of Finance: [Signature]

VP of Business Services: [Signature] 6/21/18

Entered by: B3862 DS 6/21/18

<u>Budget Transfer Form</u>			
Dollar Amount	<u>\$17,126.00</u>		
From what Budget Account	06	20905037	530900010
To what Budget Account	06	20905037	510600010
			Object Code Description
			IMLS - Other Contractual Services
			Clerical - Part-Time
Is this a Grant?	Yes [ ]	No [x]	Include Attachment? [ ] [x]
Grant Accountant?			
Rationale			
The Dean of Academic Success is requesting a New Line Item (06-20905037-510600010) be created and \$17,126.00 from the IMLS Other Contractual Services line be transferred into the new one. This is an allowable transfer.			
<u>Required Signatures</u>			
Requestor	Decalsigned by: <u>Clair Basile</u>	6/19/2018	
Cost Center Manager	Decalsigned by: <u>Deborah Bauness King</u>	6/21/2018	
Associate Dean (If Applicable)			
Dean (If Applicable)			
Associate Vice President	Decalsigned by: <u>Cheryl Antonich</u>	6/21/2018	
Area Vice President	Decalsigned by: <u>Debra Baker</u>	6/21/2018	
<b>BUSINESS OFFICE APPROVALS</b>			
Grant Accountant:	<u>[Signature]</u>		
Asst. Director of Finance	<u>[Signature]</u>		
Exec. Director of Finance:	<u>[Signature]</u>		
AVP of Finance:	<u>[Signature]</u>		
VP of Business Services:	<u>[Signature]</u>		
	Entered by: <u>B3863 DS 6/21/18</u>		

**Budget Transfer Form**

<b>Dollar Amount</b>	<u>\$1500.00</u>		<b>Object Code Description</b>
<b>From what Budget Account</b>	06 - 30200525 - 540200010	Copier Charge	
<b>To what Budget Account</b>	06 - 30200525 - 550100005	Meeting Expense	
<b>Is this a Grant?</b> Yes No <input checked="" type="checkbox"/> (X) <input type="checkbox"/> ( )		<b>Include Attachment?</b> Yes No <input checked="" type="checkbox"/> (X) <input type="checkbox"/> ( )	
<b>Grant Accountant?</b> 			
<b>Rationale</b>			

TRIO Student Support Services is a support program for low-income and first generation students. The grant is charged with providing academic and enrichment activities, workshops and other services to fulfill its objectives. TRIO SSS will take some students to a State Student Leadership Conference.

The conference is being held on the campus of Illinois Central College East Peoria, IL (3 hours away) and we plan to have the students stay overnight for two nights in order to participate in all appropriate activities. This conference will cover topics such as Leadership Development, Diversity Education, STEM Education, Financial Literacy Education, and Career Readiness. This will also be an opportunity for our students to tour the Central Illinois College campus and obtain transfer information.

I need to transfer funds to cover the cost for our participants and staff to attend the conference. We will still have enough funds in our copier account to sustain until new grant budget is released in September. Department of Education Program officer has already given prior approval for this event.

This transfer of funds is allowable for this purpose by the project Program Officer at the U.S. Department of Education.

**Required Signatures**

<b>Requestor</b>	DocuSigned by: <u>Denise Jones</u>	6/13/2018
<b>Cost Center Manager</b>	DocuSigned by: <u>Denise Jones</u>	6/13/2018
<b>Associate Dean (If Applicable)</b>		
<b>Dean (If Applicable)</b>	DocuSigned by: <u>[Signature]</u>	6/14/2018
<b>Associate Vice President</b>	DocuSigned by: <u>Cheryl Antonich</u>	6/14/2018
<b>Area Vice President</b>	DocuSigned by: <u>Debra Baker</u>	6/15/2018

**BUSINESS OFFICE APPROVALS**


**Grant Accountant:** [Signature]  
**Asst. Director of Finance:** [Signature]  
**Exec. Director of Finance:** [Signature]  
**AVP of Finance:** [Signature]  
**VP of Business Services:** [Signature] 6/19/18

Entered by: B3857 DS 6/19/18

**Budget Transfer Form**

<b>Dollar Amount</b>	<u>\$3330.26</u>			<b>Object Code Description</b>
<b>From what Budget Account</b>	<u>06</u>	<u>40405005</u>	<u>510200010</u>	<u>Prof/Tech</u>
<b>To what Budget Account</b>	<u>06</u>	<u>40405005</u>	<u>550900005</u>	<u>Volunteer Travel</u>

	<b>Yes</b>	<b>No</b>		<b>Yes</b>	<b>No</b>
 <b>Is this a Grant?</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Include Attachment?</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Grant Accountant?</b>	Robert Mungerson				

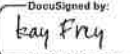
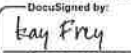
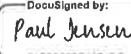
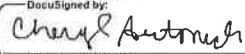
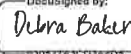
**Rationale**

This budget transfer will permit RSVP to expend current monies available in the Illinois Department on Aging (IDOA) grant. There is money left over in the Professional/Technical line item that is needed in our Volunteer Travel line item to reimburse our volunteers. This is also due to the fact that the state has not had a budget in 2 years. RSVP had to reduce the amount of money we reimbursed our volunteers for in travel. This budget transfer will help us avoid returning money to IDOA from the grant.

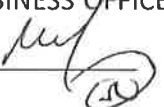
This is an allowable grant expenditure through the grant guidelines.


This budget transfer is due to year-end closing of IDOA grant (June 30, 2018). Budget authorization was granted by Matt Wescott, Illinois Department on Aging.

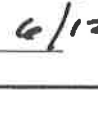
**Required Signatures**


<b>Requestor</b>	 DocuSigned by: #B850C27588248E	6/5/2018
<b>Cost Center Manager</b>	 DocuSigned by: #B850C27588248E	6/5/2018
<b>Associate Dean (If Applicable)</b>		
<b>Dean (If Applicable)</b>	 DocuSigned by: #1500000010740E	6/5/2018
<b>Associate Vice President</b>	 DocuSigned by: #001A83C7C1C447	6/5/2018
<b>Area Vice President</b>	 DocuSigned by: #30517A3C02A8D5	6/6/2018


**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** 

**Asst. Director of Finance:** 

**Exec. Director of Finance:** 

**AVP of Finance:** 

**VP of Business Services:**  6/12/18

**Entered by:** B385705 6/12/18



Budget Transfer Form

Dollar Amount

\$.82

Object Code Description

From what Budget Account

06 - 40405005 - 540100110

Office Supplies

To what Budget Account

06 - 40405005 - 550900005

Volunteer Travel

09  
SS

Is this a Grant?

Yes No  
(X) ( )

Grant Accountant?

Robert Mungerson

Include Attachment? Yes No  
( ) (X)Rationale

This budget transfer will permit RSVP to expend current monies in the Illinois Department on Aging (IDOA) grant. There is money left over in the Office Supplies line item that is needed in our Volunteer Travel line item to reimburse our volunteers. This is also due to the fact that the state has not had a budget for 2 years. RSVP had to reduce the amount of money we reimbursed our volunteers for in travel. This budget transfer will help us avoid returning money to IDOA from the grant.

This is an allowable grant expenditure through the grant guidelines.

This budget transfer is due to the year-end closing of IDOA grant (June 30, 2018). Budget authorization was granted by Matt Wescott, Illinois Department on Aging.

Required Signatures

Requestor

DocuSigned by:

Kay Fry

6/5/2018

Cost Center Manager

DocuSigned by:

Kay Fry

6/5/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Paul Jensen

6/12/2018

Associate Vice President

DocuSigned by:

Cheryl Antonich

6/12/2018

Area Vice President

DocuSigned by:

Debra Baker

6/14/2018

## BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by:

B3855056/19/18

Budget Transfer Form

Dollar Amount

\$60

Object Code Description

From what Budget Account

06 - 40905053 - 530900010

other Contractual Services

To what Budget Account

06 - 40905053 - 540200005

Printing

Is this a Grant?

Yes No  
(X) ( )Include Attachment? Yes No  
( ) (X)

Grant Accountant?

Gerardo Porras-Nava

Rationale

Funds were originally allocated to support stipends for additional peer leaders and are no longer needed. Additional funding is needed to purchase the printing of financial literacy related materials.

Required Signatures

Requestor

DocuSigned by:

Amanda Turner

5/4/2018

Cost Center Manager

DocuSigned by:

Amanda Turner

5/4/2018

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:

Jessica Kubaleka

5/7/2018

Area Vice President

DocuSigned by:

Mary-Rita Moore

5/7/2018

## BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by:

B3850056/12/18

**TRITON COLLEGE, District 504**  
**Board of Trustees**

Meeting of July 17, 2018

ACTION EXHIBIT NO. 16158

**SUBJECT: RENEWAL OF FOLLETT BOOKSTORE AGREEMENT**

**RECOMMENDATION:** That the Board of Trustees approve the renewal of a 60-month Management Agreement with Follett Higher Education Group, Inc. The Agreement is retroactive to 7/1/18 and will terminate 6/30/23. The Agreement is renewable with revision to terms and conditions. The minimum value of the Agreement is projected at \$1,011,000 to Triton College over 60 months subject to annual gross sales not declining more than 5%.

**RATIONALE:** Follett has performed satisfactorily over the 5-year renewal agreement. Follett will pay the higher of the conditional guarantee or the percentage calculation. Follett has proposed a conditional guarantee of \$216,000 in Year 1; \$190,000 in Year 2; \$175,000 in Years 3, 4, & 5 and a percentage calculation that begins at 12.75% of commissionable sales up to \$1,500,000; 13.75% of sales over \$1,500,000 excluding digital course material. The percentage is 7% for digital course material. Additionally, Follett will contribute \$80,000 to the cost of renovating the ceiling in the Bookstore. The prior percentage ranged from 11.25% to 13.25% and had a minimum value of \$1,497,063. The lower guarantee is due to declining sales of books.

**Submitted to Board by:** Sean Sullivan  
(Vice President) Sean O'Brien Sullivan

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**Board Officers' Signatures Required:**

<hr/> <b>Mark R. Stephens</b> Chairman	<hr/> <b>Diane Viverito</b> Secretary	<hr/> <b>Date</b>
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Related forms requiring signature: Yes ☒ No ☐

**ADDENDUM TO AGREEMENT BETWEEN COMMUNITY COLLEGE DISTRICT 504  
AND FOLLETT HIGHER EDUCATION GROUP, INC**

This Fourth Addendum ("Addendum") is between the Board of Trustees of Community College District 504 ("College") and Follett Higher Education Group, Inc., ("Follett").

WHEREAS: College and Follett are parties to a certain Contract for Services (the "Bookstore Operating Agreement") dated December 9, 2002, a First Addendum dated July 17, 2007, a Second Addendum dated June 8, 2010 and a Third Addendum dated August 21, 2012 (the "Agreement"). The parties desire to amend the Agreement in certain respects more specifically set forth herein.

NOW, THEREFORE, intending to be legally bound, College and Follett agree, effective July 1, 2018:

**1. Section 2 Term:**

The parties by mutual assent agree to extend the term of the Bookstore Operating Agreement for a period of five (5) years, beginning on July 1, 2018 and ending on June 30, 2023 (the "Renewal Period"). Thereafter, unless either party notifies the other in writing at least 120 days before expiration of the Renewal Period of its intention not to renew, the Bookstore Operating Agreement shall automatically renew for an additional one (1) year period under the same terms and conditions set forth in the Bookstore Operating Agreement and the Addenda, as amended.

**2. Section 5.1 Store Improvements:**

Follett shall spend up to a total of **\$115,000** to improve the Store in accordance with this Section 5. Of this total, Follett shall be responsible for \$80,000 of the construction costs to replace the bookstore ceiling and lighting. Upon mutual agreement of a plan, Triton College shall solicit, through a public competitive bidding process, a full replacement of all ceiling tiles and lighting in the bookstore space. This work may include, as necessary, additional work to the duct work in the ceiling space. Follett shall be responsible to pay the \$80,000 to Triton College within thirty (30) days of receipt of an invoice following substantial completion of the ceiling work.

The balance of this expenditure may include furniture, trade fixtures, and equipment, including point-of-sale equipment, that is readily removable ("Capital Equipment") and Follett and third-party design and project management services, third-party architectural and engineering services, cabling and infrastructure, floor and wall coverings, decorating, lighting, and fixtures that are not readily removable (together with investments described in Section 5.1, "Store Remodeling"). Capital Equipment and Store Remodeling each include all replacements, additions and extensions paid for by Follett, whenever installed. The Capital Equipment and Store Remodeling together comprise the "Store Improvements."

**3. Section 5.6 Store Improvements:**

This provision is deleted in its entirety.

**4. Section 6.3 Exclusive Rights:**

Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by Triton College (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university stores, including but not limited to: required course materials (print and digital), clothing (whether or not emblematic), school supplies, desk accessories, gifts,

souvenirs, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by College during the term of the Agreement. This does not prohibit:

- Occasional sales by student groups or student government organizations that do not materially impact store sales. In the event, Follett reasonably determines it has realized a material impact, it will consult with College in developing a mutually agreeable solution. Under no circumstances shall the College be liable for any type of damages based upon Follett's assertion of a material impact.
- The sale of specialty merchandise at the Cernan Center Star Store. Specialty items include but are not limited to:
  - Science Activity Kits and Models
  - Space Exploration and Dinosaur Toys
  - Science Puzzles and Games
  - Science-Themed Mugs, Plates, and Bowles
  - Rocks, gemstones, and science jewelry
  - Curated selection of books, including autographed books, on astronomy, space exploration, earth science, related history and art
  - T-shirts and other clothing featuring astronomy, space exploration, dinosaurs, and earth science themes: reality, artistic, and wisdom; some of which are Cernan Center imprinted
  - Other goods that specifically relate to astronomy and science

The following items are prohibited to be sold by Follett:

- Food items that are normally heated prior to consumption.
- Food items that are chilled in a cooler or freezer prior to consumption.
- Tobacco products, alcoholic beverages, or any product or service that requires the purchaser to be of legal majority age or greater.
- Any beverages of any type, whether refrigerated or maintained on a store shelf, or of a type that may only be consumed after mixing with another liquid.

## **5. Section 7.1 General Rights and Responsibilities of College**

College shall keep the building in which the Store is located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service. College shall be responsible for any loss or costs resulting from failure to 1) maintain the building in safe and habitable condition as set forth by applicable law, and 2) to meet applicable building codes and regulations. College is responsible for promptly remedying any hazardous materials issues that arise during the Term.

## **6. Section 7.8 General Rights and Responsibilities of College is added to the Agreement as follows:**

To help your College maximize your brand exposure and increase revenue, Triton College will provide at no cost, the following:

- A minimum of two hyperlinks located on the home page of College's .edu website to the store's eFollett website, and on the appropriate subpage(s) of the College's .edu website, a store information page that includes information on store hours, location, and other

information as appropriate. The subpage shall also include a hyperlink to the store's eFollett website.

- The inclusion of key search terms within the College's .edu site that presents eFollett hyperlinks when key words are typed in to the .edu site search field. Key terms include bookstore, campus store, textbooks, course materials, and books.
- The opportunity, as mutually agreeable language and content provided by Follett, to include material promoting the store into student "Newsable" email communication or other communication determined by the College in its sole discretion.
- Advertising in "News to Use" or other electronic communication as determined by the College in its sole discretion.
- Advertising space in the Triton College published Summer, Fall, and Spring Class Schedule. All other campus publications will require purchasing advertising space on the same terms and conditions as other outside entities.
- In compliance with industry standard practices, College shall provide the following:
  - all enrolled triton.edu student email addresses one month before the start of the fall and spring term each year.
- Exercise good faith and due diligence to configure and install Follett Discover Shop in the SIS to facilitate purchase access to course materials.
- Exercise good faith and due diligence to configure and install Follett Discover Adopt and Access and have the application links prominently displayed within these properties to make them readily accessible for the faculty adoption process, and student access to digital course materials.

## **7. Section 10.1 Commissions**

Follett shall pay commission to the College in an annual amount equal to the sum of:

**12.75%** of all Commissionable Sales\* up to **\$1,500,000**; plus  
**13.75%** of any part of Commissionable Sales\* over **\$1,500,000**.

\* Excludes Commissionable Sales of digital course materials

Follett will pay **7.0%** of all Commissionable Sales of digital course materials (ebooks and courseware not included in a bundle or package) without any limitation.

Commissionable Sales is defined as all sales made by the Store or the Store's world wide web page, including text rental fees and replacement costs of rental texts not returned, but excluding any text rental processing fees, less refunds, returns, taxes, discounted sales to departmental faculty, staff and others under this Agreement, and sales at less than an inherent 20% margin (i.e. computer hardware and software).

## **8. Section 10.2 Commission Guarantees**

If in the first full contract year during the term of this Agreement, commission payments to School calculated in accordance with Section 10.1 are less than **\$216,000** ("Guaranteed Annual Income"), Follett will pay School an additional amount necessary to bring total payments to School for that year up to the Guaranteed Annual Income. Follett will provide a Guaranteed Annual Income in year two of **\$190,000** and **\$175,000** in years three, four and five. In any partial contract year commission will be based on the applicable percentage for the sales attributed to the partial contract year and not on the Guaranteed Annual Income.

**9. Section 10.5 Commissions is added to the Agreement as follows:**

If annual gross sales of the Store shall materially decline more than five percent (5%) as a result of declining enrollment, public legislation, other conflicting campus contracts, material changes in school policies or the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of Follett's control, the School and Follett agree to negotiate in good faith an appropriate adjustment in the payments set forth above.

**10. Section 16 Notice**

To Follett:  
Clay Wahl  
President  
Follett Higher Education Group  
3 Westbrook Corporate Center, Suite 200  
Westchester, Illinois 60154

With a copy to:  
Follett Corporation  
3 Westbrook Corporate Center, Suite 200  
Westchester, Illinois 60154  
Attn: General Counsel

**11. Section 17 Integrated Agreement**

This Agreement: (a) is the sole expression of the understanding of the parties with respect to operation of the Store, (b) supersedes all prior statements, agreements and addenda with respect thereto, and (c) may not be modified, amended or waived except in writing signed by an authorized representative of the party against whom such modification, amendment or waiver is sought to be enforced.

**12. Section 19 included is added to the Agreement as follows:**

The parties will adopt and initiate the included program ("Program" or "included Program"), pursuant to the terms and provisions of this Section.

19.1 Program Scope and Implementation. The parties will agree at the outset of each Fall, Spring and Summer academic term ("Academic Term") which students or courses are automatically part of the included Program. School will provide Follett with the student data necessary to administer the Program through an integration between Follett and School's SIS. School will fully support the immediate deployment of the critical *ConnectOnce* virtual appliance in order to provide a secure environment for the Connector for School's SIS version and integration method. School will be responsible for the collection of included Fees ("Fees") from students and any other applicable charges from students, including without limitation non-return or damage charges.

19.2 Adoptions. included Program course material adoptions will continue to be the responsibility of School and its faculty, under the School's direction. Course material requests for the Program placed after the adoption deadline may result in the materials being excluded from the Program during the corresponding Academic Term. Follett will work with School to set adoption guidelines to be used by faculty that respect the academic integrity and freedom of the faculty but strive to keep the included Fees low.

19.3 Fees. Future Fees will be determined by Follett for each semester of an Academic Term based on the course material format options and types that are agreed upon by the parties. If School accepts the Fee, School will record and collect the appropriate Fee in a timely

manner for each student enrolled in a class participating in the Program during the corresponding Academic Term.

- 19.4 Fee Waiver and Refunds. Follett will waive or refund fees for fee-exempt or refund-eligible students consistent with School policies.
- 19.5 Invoice. At least sixty (60) days before start of any Academic Term, School will notify Follett of the final class drop date ("Drop Date"). Follett shall invoice School for included Fees as follows: Follett will provide an estimated invoice for the Term after seven (7) days of the start of class date for the respective Term. School shall pay Follett ninety percent (90%) of the estimated invoice balance within sixty (60) days of receiving the estimated invoice. In addition, Follett shall provide a final invoice, including the respective student's name and the student's course materials within sixty (60) days after the Drop Date for each Term. School shall pay Follett the included Fees within sixty (60) days after receipt of such final invoice that accurately reflects included student enrollment. In the event School has not paid Follett within either of the periods specified, Follett reserves the right to withhold commission payments until Follett receives such included Fees. Unreturned and damaged items: Follett shall invoice School with detailed data including student name and the course materials within sixty (60) days after the drop/add date or end of term date for unreturned or damaged items. School is fully responsible for collecting such fees from students. School shall pay Follett within sixty (60) days after receipt of the final invoice.
- 19.6 If there are any disputed items, the payment will be made less line items in dispute. Disputed charges will be discussed by the parties in a timely manner, and any outstanding charges agreed to by the parties as a result of such discussions will be re-billed within sixty (60) days of such resolution. Follett reserves the right to withhold commission payments until Fees are received.
- 19.7 Format Options and Types. Material format is limited to digital products. Students will not have an option to choose materials or material format.
- 19.8 Tax. School shall provide a certification of tax exemption upon execution of this Addendum. Upon receipt, Follett shall waive all sales or similar taxes from included Fees.

**13. Section 20 Confidential Information is added to the Agreement as follows:**

As part of the Follett Discover program, Follett will have access to confidential information held by School, including specific "non-public" information, the safeguarding of which is governed in part by the provisions of the Family Education Rights and Privacy Act (FERPA) and other federal and state laws. This information includes biographic and financial information obtained from a student or parent in the process of providing educational services. Biographical and financial information includes, but is not limited to: name, shipping and email addresses, phone numbers and student IDs, and if applicable, financial aid information. School represents that it has the right to provide Follett with access to such information solely for the purposes set forth in the Bookstore Operating Agreement and this Addendum.

Follett agrees to maintain the confidentiality of such information as mandated by applicable state and federal laws using the measures Follett uses to protect its own information of like character, but in each case with at least a reasonable standard of care, and to only access such information for the explicit business purposes of the Follett Discover program, including providing the services contemplated thereunder. Follett will return or destroy all confidential information it receives from School upon completion of the Follett Discover program.



Follett further acknowledges that any uncured material breach of the confidentiality obligations set forth above will be considered a material breach of the Follett Discover program, and of the Bookstore Operating Agreement. at which time School may terminate the Follett Discover program and Bookstore Operating Agreement by providing at least 30 days prior written notice of termination to Follett.

**14. Section 21 Counterparts is added to the Agreement as follows:**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

Except as specifically amended hereby, the Agreement shall continue in full force and effect in all respects. In the event of any conflict between the Agreement and this Addendum, this Addendum shall prevail.

IN WITNESS WHEREOF, College and Follett have caused this amendment to be executed by their authorized officers as of the date first written above.

**FOLLETT HIGHER EDUCATION  
GROUP, INC.**

**TRITON COLLEGE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Clay Wahl

Name: Mark Stephens

Title: President

Title: Chairman, Board of Trustees

Date: \_\_\_\_\_

Date: July 17, 2018

**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 17, 2018

ACTION EXHIBIT NO. 16159

**SUBJECT:** **2018 FEDERAL TRANSIT ADMINISTRATION (FTA)  
CERTIFICATIONS AND ASSURANCES**

**RECOMMENDATION:** That the Board of Trustees approve the 2018 FTA Certifications and Assurances. This Certification allows Triton College to continue to provide the Success Express Shuttle Bus Service. There is no cost to Triton College associated with the FTA Certifications and Assurances.

**RATIONALE:** PACE has informed the College that the submission of the FTA Certifications and Assurances is required annually in order to remain in compliance with federal statutes and regulations.

**Submitted to Board by:** Sean Sullivan  
(Vice President) Sean O'Brien Sullivan

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**Board Officers' Signatures Required:**

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u>                    </u> Date
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Related forms requiring signature: Yes X No

## FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

### FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2018)

#### AFFIRMATION OF APPLICANT

Name of the Applicant: Triton College

Name and Relationship of the Authorized Representative: Mark Stephens, Board Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: July 17, 2018

Name Mark Stephens, Board Chairman Authorized  
Representative of Applicant

#### AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Triton College

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature  Date: June 13, 2018

Name Stanley T. Kusper, Jr. Attorney for Triton College.  
Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 17, 2018


ACTION EXHIBIT NO. 16160

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH NORTHSORE  
UNIVERSITY HEALTHSYSTEM**

**RECOMMENDATION:** That the Board of Trustees approve the Memorandum between Northshore University Healthsystem and Triton College. This Memorandum will become effective on July 1, 2018 for a two (2) year period that will terminate on June 30, 2020. Either party may terminate this agreement upon written notice of at least ninety (90) days, with or without cause. In the event of termination, Parties shall use reasonable efforts to allow students to complete any clinical training experience already in progress. There is no cost to the college for this Agreement.

**RATIONALE:** This Program Memorandum will enable students in Triton College's Sterile Processing Technician program to participate in clinical education experiences at Northshore University Healthsystem facility. This is the Northshore University Healthsystem Memorandum and no changes will be accepted. Recommendation is made to accept this as a business decision.

Submitted to Board by: \_\_\_\_\_

  
(Vice President) Debra Baker

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens  
Chairman**

\_\_\_\_\_  
**Diane Viverito  
Secretary**

\_\_\_\_\_  
**Date**

Related forms requiring signature: Yes   X   No

## **PROGRAM MEMORANDUM**

This Program Memorandum is entered into this **1<sup>st</sup>** day of **July 2018** between: [ **TRITON COLLEGE**] (“SCHOOL”) and NORTHSORE UNIVERSITY HEALTHSYSTEM (“HOSPITAL”).

This Program Memorandum, which covers the Sterile Processing program, is part of the Master Affiliation Agreement dated **January 1, 2017**. The contract is extended to cover the following for a two-year period: July 1, 2018 – June 30, 2020.

### **PROGRAM IN STERILE PROCESSING**

1. HOSPITAL agrees to participate as a fieldwork site to enable students to obtain practical training and experience in Sterile Processing and to provide the equipment, facilities and supplies which are necessary to achieve the educational objectives of the program.
2. SCHOOL and HOSPITAL will each designate a faculty member to coordinate and act as liaison person. Individual assignments to be undertaken by participating students will be mutually arranged, and a continuous exchange of information will be maintained by onsite visits when practical and by letter or telephone in other instances.
3. At least one semester prior to the field assignment, the determination of the number of students shall be a joint decision between SCHOOL and HOSPITAL based on staff and space available, and eligible students enrolled in the program.
4. While in HOSPITAL, students will have the status of trainees and are not to render services except as identified for educational value.
5. The fieldwork educational program will provide the Sterile Processing student with the opportunity to develop increased knowledge and skill in: *(Additional items and program specific items to be added here)*
6. Regular communication will be jointly maintained for the purpose of reviewing and evaluating individual student performance. Students shall be evaluated using The School’s Field Evaluation guidelines.

7. The clinical experiences offered to students in the program in Sterile Processing will be evaluated on a regular basis by the SCHOOL and HOSPITAL. This Program Memorandum will be executed on a biennially basis to signify continuing agreement with the educational value of the fieldwork program.

**[TRITON COLLEGE]**

**NORTHSHORE UNIVERSITY  
HEALTHSYSTEM**

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**Mark R. Stephens**  
Chairman

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**Roger Murray, CBSPD**  
Director of Sterile Processing

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Date

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Date

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**Diane Viverito**  
Secretary

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**Jennifer Crnkovich, AAS, BAS, CRCST, FAST**  
Assistant Director & Educator of Sterilization  
Sterile Processing Department

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Date

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Date

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**Caryn Moore, IAHCMM CRCST, BA, MBA –  
Process Improvement/Project Management**  
Assistant Director & Educator of High Level  
Disinfection  
Sterile Processing Department

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Date

**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 17, 2018

ACTION EXHIBIT NO. 16161

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH ADVENTIST  
MIDWEST HEALTH**

**RECOMMENDATION:** That the Board of Trustees approve the Clinical Affiliation Agreement between Adventist Midwest Health and Triton College. This Agreement will become effective when signed by all parties and shall have a term of five (5) years from the effective date. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term or is terminated during a clinical rotation, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth. There is no cost to the college for this Agreement.

**RATIONALE:** This Affiliation Agreement will enable students in Triton College's Diagnostic Medical Sonography program to participate in clinical education experiences at Adventist Midwest Health facilities. This is the Adventist Midwest Health Agreement and no changes will be accepted. Recommendation is made to accept this as a business decision.

Submitted to Board by: \_\_\_\_\_



(Vice President) Debra Baker

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens**  
Chairman

\_\_\_\_\_  
**Diane Viverito**  
Secretary

\_\_\_\_\_  
**Date**

Related forms requiring signature: Yes X

No \_\_\_\_\_

## MASTER CLINICAL AFFILIATION AGREEMENT

**THIS AGREEMENT** (the “**Agreement**”) is dated June 26, 2018 and is effective as of the last date of signature below (“Effective Date”), by and between Adventist Health Partners, Inc., Adventist Midwest Health d/b/a Adventist Hinsdale Hospital and d/b/a Adventist La Grange Memorial Hospital, Adventist GlenOaks Hospital, and Adventist Bolingbrook Hospital, each an Illinois not-for-profit corporation (sometimes referred to herein, individually as the “**Facility**” or collectively as “**Adventist**”) and Triton College (the “**School**”).

**WHEREAS**, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences in connection with students of the School, provided that requirements for participation are met by the School, the Facility, and the Student (Exhibit B).

**NOW, THEREFORE**, it is understood and agreed upon by the parties hereto as follows:

### **A. SCOPE**

1. This Agreement establishes and defines a cooperative relationship between Adventist and School for the purpose of coordinating educational and research programs for the education and training of School’s Students.
2. This Agreement is supplemented by a separate Program Addendum for each program covered under this Agreement (Exhibit C). The Program Addenda which are attached hereto and incorporated by reference set forth the terms and conditions specific to the particular program, and identify the appropriate Adventist entity responsible for the program.
3. Each Program Addendum will be reviewed and approved in writing by an authorized representative of Adventist and the School.

### **B. SCHOOL RESPONSIBILITIES:**

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.
2. **Approvals and Accreditation.** School represents that its educational programs have received appropriate and current approvals and accreditation as required by law and accrediting bodies and shall immediately notify Adventist of any changes. Specific accreditation requirements are delineated in the Program Addenda. As necessary and appropriate, School’s accreditation agencies may inspect the Facility to determine whether clinical program meets the requirements of the professional organization.



### 3. **Student professional liability insurance.**

Unless otherwise specified in Exhibit B, the School shall maintain and provide proof to the Facility of a professional liability insurance policy of at least Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate; and general liability coverage of at least Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. It is understood that if the Student is also an employee of Adventist, Adventist's professional liability insurance will not cover Student when Student is providing services pursuant to the attached Program Addendum and shall provide Adventist with evidence of same. If possible, Adventist shall be named as an additional insured. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

4. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility as described in each of the attached Program Addenda. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

5. **Evidence of student certifications, vaccinations, etc.** Where applicable, and as set forth in Exhibit B, the School shall provide evidence that student has met all requirements of CPR certification, hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB. As a condition of participating in student educational programs/clinical rotations, all students are required to provide proof of immunization for seasonal influenza on an annual basis. Students who do not provide proof of immunization will not be permitted to provide services, unless an individual exemption based on medical or religious reasons, in accordance with Facility policy, has been granted. Any student granted an exemption will be required to wear a protective mask while at the Facility, in accordance with Facility policy.

6. **Criminal background and sanctions checks and drug screen compliance.** Where applicable, completion and passing of a drug screen, criminal background check, and the following sanctions checks:

- OIG (Office of Inspector General) Exclusion Database: <http://exclusions.oig.hhs.gov>
- GSA (Government Services Administration Exclusion Database: <https://www.sam.gov> (this includes: central contractor registry (CCR), Federal Agency Registration (FedReg),

online representations and certifications application and Excluded Parties List System (EPLS)

- State of Illinois: <http://www.state.il.us/AGENCY/OIG>

as specified in Exhibit B, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to inform students of the obligation to complete the background and sanctions checks and drug screening and submit all results to the Facility. Students with unacceptable results will not participate at sites where students with such results are forbidden by policy.

7. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

(a) Follow the administrative policies, standards, and practices of the Facility.

(b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.

(c) Provide his/her own transportation and living arrangements.

(d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.

(e) Conform to the standards and practices established by the School while functioning at the Facility.

(f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.

(g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of JCAHO and/or other relevant accrediting or regulatory bodies.

## **C. FACILITY RESPONSIBILITIES:**

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain solely responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's sole responsibility to bear the cost of any and all treatment.
5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School with a copy of the Facility's administrative policies, standards and practices relevant to the clinical placement prior to the onset of any clinical rotation, upon request.
9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.
10. **Insurance.** The Facility shall maintain and provide proof to the School of a professional liability insurance policy of at least Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate; and general liability coverage of at least Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) in the aggregate covering the acts of employees and staff throughout the term of the Agreement. Certificates of insurance evidencing coverage as specified above will be produced prior to student participation in the program, upon request of School. In the event required insurance coverage is not provided upon request or is canceled, the School may terminate the Agreement.

#### **D. OTHER RESPONSIBILITIES:**

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be set forth in each Program Addendum are subject to the approval of Department Head, and shall be based on patient census and the ability to meet the Student's educational needs. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students. School shall remain solely responsible for the assignment of grades and/or academic credit.

5. **Removal of students.**

(a) The School has the right to remove a student from a clinical education program. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a clinical education program from the Facility's premises for behavior that the Facility reasonably deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

## **E. TERM OF AGREEMENT:**

The term of this Agreement shall be for five (5) years and commence on the Effective Date.

Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term or is terminated during a clinical rotation, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth. All Program Addenda attached hereto shall be automatically and simultaneously terminated with the expiration or termination of this Agreement. In the event a Student is also an employee of Adventist, and such Student's employment with Adventist is terminated for any reason, such Student's participation in the Program Addenda may also be terminated.

## **F. ADDITIONAL TERMS:**

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

School agrees to defend, indemnify and hold harmless Adventist and its affiliates, officers, directors, employees, and agents, from and against any and all liabilities, damages, losses, costs or expenses, including, without limitation, reasonable attorney's fees and amounts paid in settlement, ("Losses") that arise from or relate to any and all third party claims, suits, actions, demands, judgements, causes of action and other proceedings ("Claims") arising from or relating to (i) a material breach of this Agreement by School, or (ii) gross negligence or willful misconduct of School or any employee, contractor or agent of School.

Adventist agrees to defend, indemnify and hold harmless School and its affiliates, officers, directors, employees, and agents, from and against any and all Losses arising from or relating to Claims arising from or related to (i) a material breach of this Agreement by Adventist, or (ii) gross negligence or willful misconduct of Adventist or any employee or agent of Adventist.

The party seeking indemnification shall provide prompt notification to the other party upon receipt of notice of any claim or suit, permit the indemnifying party and its attorneys and personnel to handle and control the defense of such claims or suits, including pretrial, trial or settlement, and the indemnified party shall cooperate and assist in such defense. Notwithstanding the above and except to the extent such delay has caused prejudice to the indemnifying party, failure of the party seeking indemnification to timely notify the indemnifying party of any such claim shall not relieve the indemnifying party of its obligations under this Section. The indemnified party further agrees that it will not settle or compromise any such claim or suit without the prior written consent of the indemnifying party, which shall not be unreasonably withheld or delayed. The indemnifying party agrees not to settle any Claim with an admission of liability or wrongdoing by any of the indemnified parties without such party's prior written consent, which shall not be unreasonably withheld or delayed.

2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit B to this agreement.

3. **Qualifications of Personnel.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.

The Facility represents that relevant employees and staff members are appropriately certified and/or licensed. The Facility will provide the School with copies of evidence of certifications or licensures upon request.

4. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

5. **Entire Agreement.** This Agreement, inclusive of all exhibits, constitutes the entire Agreement between the parties with respect to the subject matter hereof. The parties acknowledge that in entering into and executing this Agreement, they have relied solely upon the representations and promises contained in this Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

6. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

7. **Non-Discrimination and Workplace Conduct.** There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation, disability or other status as protected by law, rule or regulation participating in a program under this Agreement.

Each party certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.

Each party certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

8. **Employment status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

No participating employee or staff member of Facility under this Agreement shall in any way be considered an employee or agent of the School, nor shall any such employee or staff member be entitled to any fringe benefits, Worker's Compensation, disability benefits, accrual of tenure or other rights normally afforded to employees of the School.

9. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

**AMITA Health**  
**Corporate Responsibility**  
**3040 Salt Creek Lane**  
**Arlington Heights, IL 60005**  
Attention: Jerry Burgess

With a Copy to Facility Legal Counsel at:

**AMITA Health**  
**Legal Services**  
**3040 Salt Creek Lane**  
**Arlington Heights, IL 60005**  
Attention: Peg Wendell

If to the School:

Triton College  
2000 North Fifth Avenue, RM H-120  
River Grove, Illinois 60171  
Attn: Dr. Susan Campos  
Dean of Health Careers and Public Service Programs  
Facsimile: (708) 779-4902

Attention: Dr. Susan Campos

With a Copy to the School Legal Counsel at:

Sarie Winner  
Kusper & Raucci Chartered  
30 North LaSalle Street  
Suite 3400  
Chicago, Illinois 60602

Attention: Sarie Winner

or to such other addresses as the parties may specify in writing from time to time.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement

13. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

14. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

15. **Miscellaneous.**

This Agreement is executed by an authorized representative of each Party in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

Each party represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

**[Signatures on following page]**



**IN WITNESS WHEREOF**, the parties have caused this Master Clinical Affiliation Agreement to be executed in their respective corporate names by duly authorized officers hereto setting their hands as of the date first written above and effective as of the last date of signature below.

For and on behalf of:

**Adventist Midwest Health d/b/a Adventist Hinsdale Hospital and  
d/b/a Adventist La Grange Memorial Hospital,  
Adventist GlenOaks Hospital,  
and Adventist Bolingbrook Hospital**

\_\_\_\_\_  
G. Thor Thordarson  
President

Date: \_\_\_\_\_

**Adventist Health Partners, Inc.**

\_\_\_\_\_  
Beth W. Tze  
Chief Executive Officer

Date: \_\_\_\_\_

**School**

\_\_\_\_\_  
Printed Name: Mark R. Stephens  
Title: Chairman

Date: \_\_\_\_\_

## **EXHIBIT A**

Adventist Health Partners, Inc.	Various Clinic Locations	
Adventist Hinsdale Hospital	120 N. Oak Street	Hinsdale, IL 60521
Adventist La Grange Memorial Hospital	5101 S. Willow Springs Road	La Grange, IL 60525
Adventist GlenOaks Hospital	701 Winthrop Avenue	Glendale Heights, IL 6013
Adventist Bolingbrook Hospital	500 Remington Road	Bolingbrook, IL 60440

## EXHIBIT B

### FACILITY/SCHOOL SPECIFIC REQUIREMENTS

<b>Facility requires:</b>	<b>Yes</b>	<b>No</b>
1. Proof of student professional and general liability insurance (paragraph B.3)	<input type="checkbox"/>	<input type="checkbox"/>
2. Proof of comprehensive health insurance	<input type="checkbox"/>	<input type="checkbox"/>
3. Verification that students have met requirements for: (paragraph B.5)		
a. Current CPR health care provider card	<input type="checkbox"/>	<input type="checkbox"/>
b. Hepatitis B vaccination	<input type="checkbox"/>	<input type="checkbox"/>
c. OSHA compliance for prevention of transmission of blood born pathogens and TB	<input type="checkbox"/>	<input type="checkbox"/>
d. Annual Flu Vaccination	<input type="checkbox"/>	<input type="checkbox"/>
e. Other	<input type="checkbox"/>	<input type="checkbox"/>
4. Criminal background check (paragraph B.6)	<input type="checkbox"/>	<input type="checkbox"/>
5. Drug screen (paragraph B.6)	<input type="checkbox"/>	<input type="checkbox"/>
6. Sanctions checks as specified in paragraph B.6	<input type="checkbox"/>	<input type="checkbox"/>
7. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	<input type="checkbox"/>
8. Evidence of relevant faculties' certifications or licensures	<input type="checkbox"/>	<input type="checkbox"/>
9. Additional insurance coverage (paragraph F.2) If yes, type of insurance and coverage required	<input type="checkbox"/>	<input type="checkbox"/>
10. Other	<input type="checkbox"/>	<input type="checkbox"/>

<b>School requires:</b>		
1. Copy of relevant Facility policies	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences	<input type="checkbox"/>	<input type="checkbox"/>
3. Other	<input type="checkbox"/>	<input type="checkbox"/>

**EXHIBIT C - PROGRAM ADDENDUM**

**FACILITY:** \_\_\_\_\_

**EDUCATIONAL INSTITUTION:** \_\_\_\_\_ **SCHOOL:** \_\_\_\_\_

**PROGRAM TITLE:** \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_

**NUMBER OF STUDENTS:** \_\_\_\_\_

**CERTIFICATION/ACCREDITATION:** \_\_\_\_\_

**PROGRAM OBJECTIVES:** \_\_\_\_\_

**CLINICAL AREAS:** \_\_\_\_\_

**PROGRAM COORDINATOR / SCHOOL:** \_\_\_\_\_

**APPLICABLE DEPARTMENT HEAD / FACILITY:** \_\_\_\_\_

**PROGRAM COORDINATOR / FACILITY:** \_\_\_\_\_

**EDUCATIONAL COORDINATOR:** \_\_\_\_\_

**ADDITIONAL PROVISIONS:** \_\_\_\_\_

**PARKING:** \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have caused this Program Addendum to be executed on the last date of signature below.

**Facility**

**SCHOOL**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 17, 2018

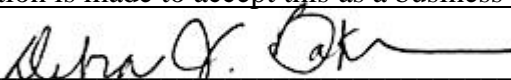
ACTION EXHIBIT NO. 16162

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH  
ADVOCATE LUTHERAN GENERAL HOSPITAL**

**RECOMMENDATION:** That the Board of Trustees approve the Clinical Affiliation Agreement between Advocate Lutheran General Hospital and Triton College. This Agreement will become effective on August 1, 2018 and shall have a term of three (3) years and will terminate on July 31, 2021. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment. There is no cost to the college for this Agreement.

**RATIONALE:** This Affiliation Agreement will enable students in Triton College's Nuclear Medicine Technology program to participate in clinical education experiences at the Advocate Lutheran General Hospital. This is the Advocate Lutheran General Hospital Agreement and no changes will be accepted. Recommendation is made to accept this as a business decision.

Submitted to Board by: \_\_\_\_\_

  
(Vice President) Debra Baker

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens**  
Chairman

\_\_\_\_\_  
**Diane Viverito**  
Secretary

\_\_\_\_\_  
**Date**

Related forms requiring signature: Yes X No \_\_\_\_\_

**AFFILIATION AGREEMENT  
BETWEEN  
TRITON COLLEGE  
AND  
ADVOCATE HEALTH AND HOSPITALS CORPORATION,  
d/b/a ADVOCATE LUTHERAN GENERAL HOSPITAL  
an Illinois not-for-profit corporation**

**THIS AFFILIATION AGREEMENT** (the “Agreement”) is entered into this 1<sup>st</sup> day of August 2018 by and between **ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE LUTHERAN GENERAL HOSPITAL**, an Illinois not-for-profit corporation (“Advocate” or “Facility”) and **COMMUNITY COLLEGE DISTRICT 504** commonly known as **TRITON COLLEGE** (“the School”).

**WHEREAS**, the School desires to utilize various Advocate sites, set forth in Exhibit A, that may be available for the purpose of providing practical learning and clinical experiences for programs set forth in Exhibit B in connection with students of the School.

**NOW, THEREFORE**, it is understood and agreed upon by the parties hereto as follows:

This Agreement is entered into to enable School to apply for clinical placements for School’s students at Advocate sites. This Agreement does not guaranty that any specific Advocate site will accept School’s students for requested placement(s) or that experiences for all programs will be available at all sites.

**A. SCHOOL RESPONSIBILITIES:**

**1. Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the practical learning and clinical educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

**2. Insurance.**

**A. Student professional and general liability insurance.**

**(i) Other Colleges and Universities**

School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than One Million Dollars (\$1,000,000.00) per

occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(ii) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

(a) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(b) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

**B. Student Health Insurance.** School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

**C. Facility Insurance.** Facility shall maintain during this Agreement professional liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate, and general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

**3. Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students

participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

**4. Evidence of student certifications, vaccinations, etc.** As required by the facility, the School shall provide evidence that each student has met all requirements, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

**5. Criminal background check and drug screen compliance.** Where applicable, a criminal background check and a drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the practical learning and clinical educational experience. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility's policy.

**6. School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Follow the administrative policies, standards, and practices of the Facility.
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- (e) Conform to the standards and practices established by the School while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.



- (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

**7. Accreditation.** As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

## **B. FACILITY RESPONSIBILITIES:**

**1. Provision of facilities for supervised clinical experiences.** Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Facility shall provide faculty and students with an orientation to Facility, including HIPAA training.

**2. Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

**3. Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

**4. Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

**5. Designation of liaison to School; communications relating to** practical learning and clinical educational experiences. The Facility shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the practical learning and clinical educational experience. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the practical learning and clinical educational experience.

**6. Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

**7. School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

**8. Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the practical learning and clinical educational experience.

**9. FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

### **C. OTHER RESPONSIBILITIES:**

**1. Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

**2. Determination of instructional period.** The course of the practical learning and clinical educational experience will cover a period of time as arranged between the

School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

**3. Determination of number of participating students.** The number of students eligible to participate in the practical learning and clinical educational experience will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of practical learning and clinical educational experiences at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

**4. Evaluation of students' clinical experiences.** Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.

**5. Removal of students.**

(a) The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a practical learning and clinical educational experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

**D. TERM OF AGREEMENT:**

The term of this Agreement shall be for three (3) years, to commence on **August 1, 2018** and terminate on **July 31, 2021**. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

## **E. ADDITIONAL TERMS:**

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

2. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.

3. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

4. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.

5. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.

6. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

7. **Employment status.** No student, School employee or agent of School under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student, School employee or agent be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

8. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile

(receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Advocate Lutheran General Hospital  
1775 Dempster Street  
Park Ridge, IL 60068  
Attention: President

With a Copy to:

Facility Legal Counsel at:  
  
Advocate Health Care  
3075 Highland Parkway, Suite 600  
Downers Grove, IL 70515  
Attention: Senior Vice President, General Counsel

If to the School:

Triton College  
2000 North Fifth Avenue, RM H-120  
River Grove, Illinois 60171  
Attn: Dr. Susan Campos  
Dean of Health Careers and Public Service Programs  
Facsimile: (708) 779-4902

With a Copy to:

The School Legal Counsel at:  
Kusper & Raucci Chartered  
33 North Dearborn Street  
Chicago, IL 60602  
Attn: Stanley T. Kusper, Jr.

or to such other addresses as the parties may specify in writing from time to time.

**9. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

13. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

14. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

**ADVOCATE HEALTH AND HOSPITAL  
CORPORATION d/b/a ADVOCATE  
LUTHERAN GENERAL HOSPITAL**

**TRITON COLLEGE**

\_\_\_\_\_  
Name: Allison Wyler

Title: Vice President, Operations

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Mark R. Stephens

Title: Chairman

Date: \_\_\_\_\_

**EXHIBIT A**

**NAME/LOCATION OF FACILITY SITES**

**Advocate Lutheran General Hospital  
1775 Dempster Street  
Park Ridge, IL 60068**

**EXHIBIT B**  
**NAMES OF PROGRAMS**

**Nuclear Medicine Technology Program**



**TRITON COLLEGE, District 504  
Board of Trustees**

Meeting of July 17, 2018

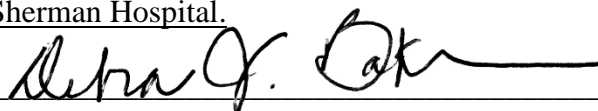
ACTION EXHIBIT NO. 16163

**SUBJECT: ADDENDUM TO CLINICAL AFFILIATION AGREEMENT WITH  
ADVOCATE SHERMAN HOSPITAL**

**RECOMMENDATION:** That the Board of Trustees approve the Clinical Affiliate Agreement Addendum between Advocate Sherman Hospital and Triton College. This Addendum is to the original Agreement dated February 27, 2018 and will become effective on August 1, 2018 and will terminate on February 28, 2021. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth. There is no cost to the college for this Addendum Agreement.

**RATIONALE:** This Affiliate Agreement Addendum will enable students in Triton College's Surgical Technology and Sterile Processing Technician programs to participate in clinical education experiences at Advocate Sherman Hospital.

Submitted to Board by: \_\_\_\_\_

  
(Vice President) Debra Baker

-----  
**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens  
Chairman**

\_\_\_\_\_  
**Diane Viverito  
Secretary**

\_\_\_\_\_  
**Date**

Related forms requiring signature: Yes   X   No

**Addendum to Triton College  
Educational Agreement with Advocate Sherman Hospital  
(Action Exhibit #16060, approved February 27, 2018):**

The Parties agree to add "Surgical Technology and Sterile Processing Technician" to the list of Triton College Health Career programs participating in clinical rotations at Advocate Sherman Hospital for the term of the Agreement for Student Placement in a Practice Setting (hereinafter the "Agreement"), entered into by the Parties on February 27, 2018.

Exhibit B, on page 10 shall include:

*Surgical Technology  
Sterile Processing Technician*

Unless stated herein, all other terms and conditions of the Agreement shall remain unchanged. In the event of a conflict between this Addendum and the Agreement, this Addendum shall prevail.

In witness thereof, a duly authorized representative of Triton College and a duly authorized representative of Advocate Sherman Hospital execute this Agreement in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

**FOR THE COLLEGE:**

**Triton College  
River Grove, Illinois**

**SIGNATURE ATTESTING**

\_\_\_\_\_  
Mark R. Stephens  
Chairman, Triton College Board of Trustees

\_\_\_\_\_  
Date

**FOR HOSPITAL:**

**Advocate Sherman Hospital Medical Center  
Elgin, Illinois**

**SIGNATURE ATTESTING**

\_\_\_\_\_  
Linda Deering Dean  
President

\_\_\_\_\_  
Date

**TRITON COLLEGE, District 504**  
**Board of Trustees**

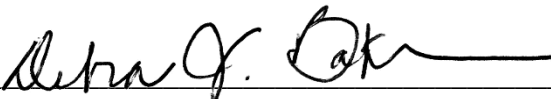
Meeting of July 17, 2018

ACTION EXHIBIT NO. 16164

**SUBJECT: ADDENDUM TO CLINICAL AFFILIATION AGREEMENT WITH SMITH PERRY EYE CENTER**

**RECOMMENDATION:** That the Board of Trustees approve the Clinical Affiliate Agreement Addendum between Smith Perry Eye Center and Triton College. This Addendum is to the original Agreement dated June 17, 2008 and will become effective on August 1, 2018 and will automatically renew for additional one (1) year terms. Either party may terminate the Agreement upon written notice of one (1) semester or five (5) months whichever is less to the other party with or without cause. Students currently enrolled in clinical experience at the time of termination shall be permitted to complete the current clinical rotation. There is no cost to the college for this Agreement.

**RATIONALE:** This Affiliate Agreement Addendum will enable students in Triton College's Surgical Technology program to participate in clinical education experiences at Smith Perry Eye Center.

Submitted to Board by:   
(Vice President) Debra Baker

-----  
**Board Officers' Signatures Required:**

_____ <b>Mark R. Stephens</b> <b>Chairman</b>	_____ <b>Diane Viverito</b> <b>Secretary</b>	_____ <b>Date</b>
---	--	----------------------

Related forms requiring signature: Yes   X   No

**Addendum to Triton College  
Cooperative Agreement with Smith Perry Eye Center**

The Parties agree to add "Sterile Processing Technician" to the list of Triton College Health Career programs participating in clinical rotations at Smith Perry Eye Center for the term of the Agreement, entered into by the Parties on June 17, 2008.

The following language changes to current Cooperative Agreement to include Surgical Technology:

- I.A. This affiliation is for the sole and limited purpose of providing clinical training in Ophthalmic Technology and Surgical Technology to students enrolled at Triton under the auspices of Smith Perry.
- II.D. Designate members of its staff qualified in Ophthalmic Technology and in Surgical Technology to serve as coordinators. The coordinators will represent Smith Perry in matters related to Ophthalmic Technology and Surgical Technology.
- IV.A. Jointly develop a clinical instruction guide designed to meet the educational aims of the entire Ophthalmic Technology and Surgical Technology curriculum. The clinical instruction guides shall describe the proposed clinical areas, patient care, and patient service facilities to be utilized by Triton.
- IV.B. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing and enhancing the Ophthalmic and Surgical Technologies.

Unless stated herein, all other terms and conditions of the Agreement shall remain unchanged. In the event of a conflict between this Addendum and the Agreement, this Addendum shall prevail.

In witness thereof, a duly authorized representative of Triton College and a duly authorized representative of Smith Perry Eye Center execute this Agreement in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

**FOR THE COLLEGE:**

**Triton College  
River Grove, Illinois**

**FOR HOSPITAL:**

**Smith Perry Eye Center  
Hinsdale, Illinois**

**SIGNATURE ATTESTING**

\_\_\_\_\_  
Mark R. Stephens  
Chairman, Triton College Board of Trustees

**SIGNATURE ATTESTING**

\_\_\_\_\_  
Brian Smith, MD  
Medical Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TRITON COLLEGE, District 504**  
**Board of Trustees**

Meeting of July 17, 2018

ACTION EXHIBIT NO. 16165

**SUBJECT: AT&T HD VIDEO BROADCAST SERVICES**  
**FIVE-YEAR FIBER AGREEMENT**

**RECOMMENDATION:** That the Board of Trustees approve the Agreement with AT&T Broadcast Services that will facilitate the delivery of Triton's cable channel from the Triton's main campus TV Studio to Comcast's facility in Elmhurst, Illinois. The duration of the contract shall be for five (5) years which allows for a discounted rate. The cost of fiber delivery services shall not exceed \$1,573 per month for an annual cost of \$18,876.

**RATIONALE:** The Triton College television studio ceased broadcasting from Sears Tower as result of the Lease Agreement with Clearwire (Sprint Corp.) (A.E. 16089). This Agreement will engage AT&T for an improved "Full HD" signal delivery to Comcast and will facilitate the eventual conversion of Triton's broadcast channel to HDTV. Triton's cable channel reaches approximately 600,000 cable households throughout the greater Chicago metropolitan area. This broadcast channel is an important marketing, public relations, and educational component of the College. The Clearwire Agreement provides monthly reimbursement to Triton for fees associated with the delivery of Triton's broadcast signal for the duration of the Sprint Contract (30 years). Triton College shall pay AT&T directly each month per the Contractual Agreement and will be reimbursed by Sprint.

**Submitted to Board by:** Sean Sullivan  
(Vice President) Sean O'Brien Sullivan

-----  
**Board Officers' Signatures Required:**

<hr/> <b>Mark R. Stephens</b> <b>Chairman</b>	<hr/> <b>Diane Viverito</b> <b>Secretary</b>	<hr/> <b>Date</b>
--	---	-------------------

Related forms requiring signature: Yes X No



**AT&T Broadcast Services**  
**Price Quote**

Date 6/8/18  
Name Kurt Warner  
Company Triton Community College  
Mileage 6  
Type of Service HDVT 1.5 gig  
Transmit: Triton Community College  
Receive: Comcast Head end  
Location Television and Radio Bcast studio 688 Industrial Dr  
2000 N 5th ave  
River Grove Illinois 60171 Elmhurst Illinois 60126

	<b>*Monthly Rate</b>	<b>*Installation Charge</b>
<b>*Daily Rate</b>		
<b>*Month to Month</b>	\$2210.00 per circuit	\$3000.00 per circuit
<b>*1 Year Agreement</b>	\$2048.00 per circuit	\$3000.00 per circuit
<b>*2 Year Agreement</b>		
<b>*3 Year Agreement</b>	\$1755.00 per circuit	\$0,00 per circuit
<b>*4 Year Agreement</b>		
<b>*5 Year Agreement</b>	\$1573.00 per circuit	\$0.00

Revision Date  
Revision Field

*\*Prices subject to change & based on fiber availability*  
*\*Prices do not include tax and surcharge*  
*\*Repeater(s), if required, not included in price quote*  
*\*Total costs, including repeater(s), provided with Firm Order Confirmation*

**AT&T ILEC INTERSTATE SERIAL COMPONENT VIDEO SERVICE OR HIGH DEFINITION VIDEO TRANSPORT****Confirmation of Service Order  
Pursuant to Standard Service Publication Rates and Terms**

<b>Customer</b>	<b>AT&amp;T</b>
Triton Community School District 504 Street Address: 2000 Fifth Ave City: River Grove State/Province: Illinois Zip Code: 60171 Country: USA	AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> <b>Primary Contact AT&amp;T</b>
Name: Sean Sullivan Title: Vice President of Business Affairs Street Address: 2000 Fifth Ave City: River Grove State/Province: Illinois Zip Code: 60171 Country: USA Telephone: 708 456-0300 Fax: Email: seansullivan@triton.edu Customer Account Number or Master Account Number:	Name: Reginald Clarke Street Address: 54 Mill st City: Pontiac State/Province: MI Zip Code: 48342 Country: USA Telephone: 248-454-9215 Fax: 800 390-2377 Email: rc2564@att.com Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Gordon Hunt Company Name: AT&T Agent Street Address: 54 N Mill Steet City: Pontiac State: Mi Zip Code: 48342 Telephone: 800 321-8152 Fax: 800 390-2377 Email: gh2962@att.com Agent Code	

Customer agrees to purchase the service(s) identified below ("Service") in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.att.com/gen/public-affairs?pid=11695> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable tariff or guidebook in any way.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **more than 10%** of the total traffic on any Service.

The Effective Date of this CSO is the date signed by the last party.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name: Mark Stephens	Name:
Title: Board Chairman	Title:
Date:	Date:

**AT&T ILEC INTERSTATE SERIAL COMPONENT VIDEO SERVICE OR HIGH DEFINITION VIDEO TRANSPORT**

**Confirmation of Service Order**

**Pursuant to Standard Service Publication Rates and Terms**

**1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION**

<b>Service</b>	<b>(Select one option, only.)</b> <input type="checkbox"/> Serial Component Video Service (SCVS) <input checked="" type="checkbox"/> High Definition Video Transport (HDVT)
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Service Provider (Select one option, only.)		Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/>	AT&T Arkansas	AT&T Interstate Access Guidebook, Part 9, including Section 7 and Section 39	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T California	AT&T Interstate Access Guidebook, Part 7, including Section 7 and Section 31	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T Connecticut	AT&T Interstate Access Guidebook, Part 10, including Section 7 and Section 24	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input checked="" type="checkbox"/>	AT&T Illinois	AT&T Interstate Access Guidebook, Part 6, including Section 7 and Section 21	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T Indiana	AT&T Interstate Access Guidebook, Part 6, including Section 7 and Section 21	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T Kansas	AT&T Interstate Access Guidebook, Part 9, including Section 7 and Section 39	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T Michigan	AT&T Interstate Access Guidebook, Part 6, including Section 7 and Section 21	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T Missouri	AT&T Interstate Access Guidebook, Part 9, including Section 7 and Section 39	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T Nevada	AT&T Interstate Access Guidebook, Part 8, including Section 7	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T Ohio	AT&T Interstate Access Guidebook, Part 6, including Section 7 and Section 21	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T Oklahoma	AT&T Interstate Access Guidebook, Part 9, including Section 7 and Section 39	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T Texas	AT&T Interstate Access Guidebook, Part 9, including Section 7 and Section 39	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	AT&T Wisconsin	AT&T Interstate Access Guidebook, Part 6, including Section 7 and Section 21	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>



**AT&T ILEC INTERSTATE SERIAL COMPONENT VIDEO SERVICE OR HIGH DEFINITION VIDEO TRANSPORT**

**Confirmation of Service Order  
Pursuant to Standard Service Publication Rates and Terms**

**2. SERVICE TERM and EFFECTIVE DATES**

<b>Minimum Payment Period (Service Term)</b>	the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability
<b>Start Date of Minimum Payment Period</b>	Later of the Effective Date or installation of the Service Component
<b>Effective Date of Rates</b>	Start Date of the Minimum Payment Period
<b>Rate Stabilization per Service Component</b>	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Rates Following end of Minimum Payment Period</b>	applicable Service Publication rates then in effect

**3. MINIMUM PAYMENT PERIOD**

<b>Service Components</b>	<b>Calculation of Early Termination Charges</b>	<b>Minimum Payment Period</b>
All Service components	as specified in the applicable Service Publication	<b>(Select one)</b> <input type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months* <input type="checkbox"/> 36 Months <input type="checkbox"/> 48 Months# <input checked="" type="checkbox"/> 60 Months
* 24 Months available for HDVT in all states; only available for SCVS in IL, IN, MI, OH, WI # 48 Months available only for SCVS in IL, IN, MI, OH, WI		

**4. RATES and CHARGES**

<b>Total Monthly Recurring Rate for Service identified on Attachment A:</b>	<b>\$ 1573.00</b>	<b>Total Non-recurring Charge for Service identified on Attachment A:</b>	<b>\$ 0.00</b>
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**5. ADDITIONAL ORDER INFORMATION**

Customer is ordering the initial configuration of Services identified in Attachment A below.

**AT&T ILEC INTERSTATE SERIAL COMPONENT VIDEO SERVICE OR HIGH DEFINITION VIDEO TRANSPORT**

**Confirmation of Service Order  
Pursuant to Standard Service Publication Rates and Terms**

**ATTACHMENT A  
SITE AND INITIAL SERVICE CONFIGURATION**

For NEW SERVICE, complete the table below.

Complete a table for each pair of Locations A and Z being requested

<b>LOCATION A</b> (street address and City)				<b>LOCATION Z</b> (street address and City, or CLLI if applicable)			
2000 N 5 <sup>th</sup> St River Grove Illinois 60171				688 Industrial Dr Elmhurst Illinois 60126			
<b>Regenerator</b>	<b>Optical Handoff</b>	<b>Interface Option (SCVS only)</b>	<b>Multi Media Channel (HDVT only)</b>	<b>Local Channel Diversity</b>	<b>Alternate Wire Center Diversity</b>	<b>Inter-Wire Center Diversity</b>	<b>Equipment Only Diversity</b>
4	N/A	[Select]	[Select]	[Select]	[Select]	[Select]	[Select]

<b>LOCATION A</b> (street address and City)				<b>LOCATION Z</b> (street address and City, or CLLI if applicable)			
<b>Regenerator</b>	<b>Optical Handoff</b>	<b>Interface Option (SCVS only)</b>	<b>Multi Media Channel (HDVT only)</b>	<b>Local Channel Diversity</b>	<b>Alternate Wire Center Diversity</b>	<b>Inter-Wire Center Diversity</b>	<b>Equipment Only Diversity</b>
0	[Select]	[Select]	[Select]	[Select]	[Select]	[Select]	[Select]

For additional pairs of Locations A and Z, attach additional Attachment A page(s) separately.

☐ Check box if additional Attachment A – Additional page(s) is/are attached.

For EXISTING SERVICE, complete the table below.

Complete a table for each existing Circuit ID.

<b>Existing Circuit ID</b>		<b>Existing Billing Account</b>	
Populate only the optional features below which are being added or changed.			
<b>Optical Handoff</b>	<b>Interface Option (SCVS only)</b>		<b>Multi Media Channel (HDVT only)</b>

<b>Existing Circuit ID</b>		<b>Existing Billing Account</b>	
Populate only the optional features below which are being added or changed.			
<b>Optical Handoff</b>	<b>Interface Option (SCVS only)</b>		<b>Multi Media Channel (HDVT only)</b>

For additional Circuit IDs, attach additional Attachment A page(s) separately.

☐ Check box if additional Attachment A – Additional page(s) is/are attached.

Welding Lab Renovations – Building T

Eight firms submitted bids for Welding Lab Renovations – Building T. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 2:00 p.m. local time, Tuesday, June 12, 2018, the bids were publicly opened and read aloud in room A-302 by Alida Carpenter, Purchasing, and witnessed by Rebecca Chavez and Kirk Larsen, Triton O & M, Gaspare Pitrello and Aaron Mikottis, Arcon Associates, Inc., and representatives of Orbis Construction, Amber Mechanical, MG Mechanical, LJ Morse, F.E. Moran Mechanical, and D Kersey.

It is recommended that the Board of Trustees accept the proposal submitted by MG Mechanical in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY

NET COST

MG Mechanical Contracting, Inc.  
1513 Lamb Road  
Woodstock, IL 60098

\$112,500.00

APPROVED:



Sean O'Brien Sullivan  
Vice President – Business Services

A/C Number	02-70900501-580400005-FY19	
A/C Name	Maintenance Services	
Budge	\$	1,230,000.00
Prev. Expend.	\$	0.00
Schedule	\$	112,500.00
Balance	\$	1,117,500.00

## Memorandum

June 25, 2018

To: Sean Sullivan  
V.P. Business Services

Operations & Maintenance

From: John Lambrecht  
Associate Vice President, Facilities



RE: Welding Lab Renovations – Building T / Vendor Recommendation

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Triton College received eight bids from vendors for Welding Lab Renovations – Building T.

The lowest, qualified bidder was MG Mechanical in the amount of 112,500.00.

Arcon Associates has carefully reviewed the bids and recommends that the project be awarded to be awarded to MG Mechanical in the total amount of \$112,500.00 which is made up of a \$105,000.00 base bid plus \$7,500.00 contingency.

I support this recommendation and agree that the bid should be awarded to MG Mechanical in the total amount of \$112,500.00.

Thanks, and please feel free to call with any questions,

John



June 21, 2018

Mr. John Lambrecht  
Associate Vice President of Facilities  
Triton College  
2000 Fifth Avenue  
River Grove, Illinois 60171

RE: BID RECOMMENDATION  
WELDING LAB RENOVATION - BUILDING T  
TRITON COLLEGE  
PROJECT NO. 18067

Dear Mr. Lambrecht:

On Tuesday, June 12th at 1:00 P.M. eight (8) sealed bids were publicly opened and read for the Welding Lab Renovation Project at Building T. The low qualified bidder was MG Mechanical, in the Bid amount of \$112,500.00. The Bid includes the project contingency amount of \$7,500.00.

We contacted MG Mechanical and they have confirmed their bid. The project requirements were reviewed and MG Mechanical demonstrated an understanding of the scope of work and project time line. MG Mechanical has performed on numerous ARCON projects with favorable results.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Welding Lab Renovation project at Building T to the low qualified bidder, MG Mechanical in the Base Bid and Contingency amount of \$112,500.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,  
ARCON Associates, Inc.

Gaspare P. Pitello, ALA  
Associate Principal

Attachments  
WMS/dls  
J:\Triton College\18067 Building T Welding Lab Renovation\1 Docs\Bidding\18067 LOR.wpd

Project: Welding Lab Renovations - Building T  
 Owner: Triton College  
 Bid Date / Time: Tuesday June 12, 2018 @ 2:00 P>M.

Contractor	Addendum	Bid Bond	Base Bid	Contingency	Total
MG Mechanical	X	X	\$105,000.00	\$7,500.00	\$112,500.00
C. Acitelli Heating and Piping Contractors	X	X	\$108,000.00	\$10,800.00	\$118,800.00
F.E. Moran	X	X	\$111,600.00	\$12,400.00	\$124,000.00
LJ Morse	X	X	\$112,000.00	\$11,200.00	\$123,200.00
Amber Heating and Air Conditioning	X	X	\$121,000.00	\$12,100.00	\$133,100.00
D Kersey Construction	X	X	\$122,493.00	\$12,249.00	\$134,742.00
Orbis Mechanical		X	\$183,000.00	\$18,300.00	\$201,300.00
Oakbrook Mechanical	X	X	\$190,000.00	\$19,000.00	\$209,000.00

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

MG Mechanical Contracting, Inc.  
1513 Lamb Road  
Woodstock, IL 60098

### OWNER:

(Name, legal status and address)

Board of Trustees - Triton College  
2000 Fifth Avenue  
River Grove, IL 60171

### SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038  
Mailing Address for Notices  
1411 Opus Place, Ste. 450  
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Triton College - Building T Welding Lab Renovations

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of June, 2018

(Witness)

MG Mechanical Contracting, Inc.

(Principal)

(Seal)

By:

(Title)

Vice President

Hudson Insurance Company

(Surety)

(Seal)

By:

(Title)

Kevin J. Scanlon Attorney-in-Fact

(Witness) Witness



State of IL

County of DuPage

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,

do hereby certify that Kevin J. Scanlon Attorney-in-Fact, of the Hudson Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Hudson Insurance Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in  
said County, this 12th day of June, 2018



A handwritten signature of Graciela Casaus in cursive script, written over a horizontal line.

Notary Public

Graciela Casaus

My Commission expires: May 5, 2019



Bond No. Bid Bond



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin J. Scanlon of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly attested on this 14th day of December, 20 17 at New York, New York.



Attest...  
Dina Daskalakis  
Corporate Secretary

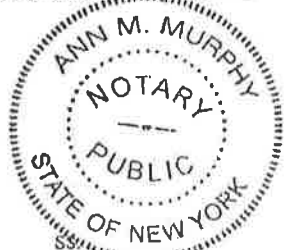
HUDSON INSURANCE COMPANY

By...  
Michael P. Cifone  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 14th day of December, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto, by like order.

(Notarial Seal)



ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2021

## CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 12th day of June, 20 18.

(Corporate seal)



By...  
Dina Daskalakis,  
Secretary

TRITON COLLEGE  
DISTRICT #504  
SUBJECT: Request for Bid

SCHEDULE 2.4  
May 29, 2018

The Board of Trustees invites you to submit a proposal on the item(s) listed below.



John Lambrecht  
Associate Vice President – Facilities

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QUANTITY	ARTICLE DESCRIPTION
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**WELDING LAB RENOVATIONS - BUILDING T**

Please visit [www.triton.edu/rfp](http://www.triton.edu/rfp) to check for any additional addendums or changes.

**RESPONSE OPENING: 12:00 Noon, LOCAL TIME, Tuesday, June 12, 2018**  
**Learning Resource Center / Building A / ROOM A-300**

QUESTIONS, PLEASE CONTACT ARCON ASSOCIATES –  
Mr. Gaspare Pitrello (630) 495-1900 Ext. 210 or email [gppitrello@arconassoc.com](mailto:gppitrello@arconassoc.com)

**This proposal is to be received by TRITON COLLEGE – BUSINESS OFFICE, ROOM A 306 (Learning Resource Center), located at 2000 Fifth Avenue, River Grove, IL, 60171, on or before 12:00 Noon, local time, on Tuesday, June 12, 2018. Facsimile or e-mail copies are not permissible.**

FIRM: MG Mechanical Contracting Inc.

SIGNATURE: 

ADDRESS: 1513 Lamb Road

CONTACT: Mark W Gibson

CITY & STATE: Woodstock, IL

TELEPHONE: 815-334-9450

**TRITON COLLEGE  
WELDING LAB RENOVATION – BUILDING T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

Name of Bidder: MG Mechanical Contracting Inc.

Address: 1513 Lamb Road

City, State, Zip: Woodstock, IL 60098

Phone: 815-334-9450 Contact: Mark W Gibson

The undersigned acknowledges receipt of:

PROJECT: Welding Lab Renovation – Building T

ADDRESS: 2000 Fifth Avenue, River Grove, IL 60171

Bidder has examined the site and all bidding documents. Shall be responsible for performing all work specifically required by all parts of the bidding documents, including all drawings and specifications for the entire project.

Specifications and ANY and ALL addendums will be posted to the following website:

[www.triton.edu/rfp](http://www.triton.edu/rfp)

**Bid Opening – Tuesday, June 12, 2018, 12:00 PM, Learning Resource Center,  
Building A, Room A-300.**

**TRITON COLLEGE  
WELDING LAB RENOVATION – BUILDING T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

**ADDENDA**

The undersigned hereby acknowledges receipt of the following Addenda and has included the provisions of same in this Bid. (List by number and date appearing on each addendum)

Addendum No.

Dated

1

June 7, 2018

---

**BID ACCEPTANCE**

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the bid opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (A.I.A. Document A101, 2007 Edition.) in accordance with the bids as accepted. He will obtain performance and payment bonds with such surety or sureties as the Owner may approve, cost of which shall be included in the base bid.

**ARBITRATION:** All references to arbitration in any portion of the contract documents are deleted. All disputes arising under this agreement shall be resolved in the Circuit Court of Cook County.

**PAYMENT:** Payments will be processed monthly based on completion of services as determined by Owner in the Owner's sole determination.

**CHANGE ORDERS:** Change orders will not be approved unless prior written authorization is received by the Owner and the policy and procedures of Owner have been strictly adhered to. Owner is a governmental entity which cannot, by law, be obligated to pay for any change not authorized and in compliance with applicable laws, regulations and policies. All requests for changes shall be in writing and accompanied by adequate supporting documentation. Contractor shall, upon request complete any form for a change that may be required or requested by Owner or its architect.

The College reserves the right to award the contract to its best interests, to any or all bids, to waive informalities, in bidding and to hold all bids for the bid guarantee period, a period of 60 days after bid opening.

The Undersigned:

Having examined the site of the work, and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the specifications and duly issued addendum, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the specifications and such additional work may be included as

**TRITON COLLEGE  
WELDING LAB RENOVATION – BUILDING T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

Bidder is responsible for checking website for any issued addendums.

Agrees to:

- A. Hold this bid open until 60 calendar days after the bid opening date.
- B. Accept the provisions of the Instructions to bidders regarding disposition of bid security.
- C. Enter into and execute a contract with Triton when awarded on the basis of this bid, and in connection therewith to:
  - 1. Furnish all bonds and insurance in accord with the bidding document
  - 2. Accomplish the work in accord with the Contract

**SITE VISIT**

Contractors are encouraged to visit the site. Contact Arcon Associates Inc., Gaspare Pitrello, 630/495-1900 Ext. 210 or [gppitrello@arconassoc.com](mailto:gppitrello@arconassoc.com) for further information.

**BID DEPOSIT:**

The undersigned furnished herewith as required, bid security in the amount of 10% of the amount bid in the form of cashier's check \_\_\_\_\_, certified Check, \_\_\_\_\_ made payable to the Owner or bid bond \_\_\_\_\_ x \_\_\_\_\_, naming the College as obligee. (Bidder to check form of deposit furnished).

It is understood and agreed that should the undersigned fail to enter into a contract with the College or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the College as liquidated damages and not as a forfeiture. As it is impossible to determine precisely and exact amount of damages the College will sustain, it is agreed that the bid deposit is a fair and equitable estimate of damages.

Bidder shall also be required to comply with State of Illinois laws on preference employment, as outlined in IL. Rev. Stat. CH. 48 269-28-285 "Preference to Citizens on Public Works Projects".

**BID WILL BE "NON RESPONSIVE" IF THESE REQUIREMENTS ARE NOT FULFILLED**

**TRITON COLLEGE  
WELDING LAB RENOVATION – BUILDING T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described services for stated price.

To hold this bid open until 60 calendar days after the bid opening date.

To enter into and execute a contract with the College, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish bid security and insurance in accordance
2. Accomplish the work in accord with the contract

**REPRESENTATIONS AND CERTIFICATIONS**

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid proposal. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**AVAILABILITY:** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**INDEPENDENT PRICE DETERMINATION:** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE:** The contractor and each subcontractor shall pay not less than the prevailing rate of hourly wages for Work of a similar character in the locality in which the Work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime Work in the performance of Work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois Revised Statutes, Chapter 48, Section 39s-1 et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 39s-5 the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, Workers and mechanics employed by them and also showing the actual hourly wage paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, Worker or mechanic employed by the contractor or the subcontractor

**TRITON COLLEGE  
WELDING LAB RENOVATION – BUILDING T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or subcontractor of the pendency of such claim, demand, lien or suit.

**BID RIGGING/BID ROTATING**

The undersigned is not barred from bidding on this project as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 38E-4 (Bid rotating) under Article 33E of Chapter 38 of the Illinois Revised Statutes.

The Contractor Acknowledges:

1. That he understands the specifications
2. That he has the equipment, technical ability, personnel and facilities to construct the project in accordance with the specifications
3. That the specifications are, in his opinion, appropriate and adequate for said project.
4. That he will conform to and abide by the decision of the Owner as to selection of Contractor.

MG Mechanical Contracting Inc.

Legal Name of person, corporation, partnership  
or joint venture

  
Signature and Title

President

If Corporation, affix Corporate Seal

Dated June 11, 20 18.

**TRITON COLLEGE  
WELDING LAB RENOVATION – BUILDING T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

If a Corporation

NAME

ADDRESS

Mark W Gibson

President

Kim H Gibson

Secretary

Kim H Gibson

Treasurer

Corporation, State of Illinois

If a Partnership

NAME OF PARTNERS

ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a Joint Venture

NAME OF MEMBERS

ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Base Scope Project Cost

\$ \_\_\_\_\_



**TRITON COLLEGE  
WELDING LAB RENOVATION – BUILDING T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

**BID SUMMARY FORM**

BIDDER NAME: MG Mechanical Contracting Inc.

BASE BID TOTAL: 105,000.00 one hundred five thousand <sup>00</sup>/<sub>100</sub>  
Per Addendum (1) 06/07/18

CONSTRUCTION CONTINGENCY ( 7,500.00 )

TOTAL BID: 112,500.00 one hundred twelve thousand five hundred <sup>00</sup>/<sub>100</sub>

**TRITON COLLEGE  
WELDING LAB RENOVATION – BUILDING T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

SUBMITTAL:

MG Mechanical Contracting Inc.  
BIDDER

1513 Lamb Road  
BIDDER ADDRESS

Woodstock, IL 60098  
CITY, STATE AND ZIP CODE

June 11, 2018  
DATE

Mark W Gibson  
BY:

  
SIGNATURE

President  
TITLE

815-334-9450  
BUSINESS TELEPHONE

815-334-9453  
FAX

mark.gibson@mgmechanical.com  
E-MAIL

Envelopes containing bid, bid security and other required documents must be sealed, marked and addressed as follows:

TRITON COLLEGE  
Welding Lab Renovation – Building T  
Business Office / Purchasing Department / A 306  
2000 Fifth Avenue  
River Grove IL 60171

Wrestling Mat Replacements – Building R

Two firms submitted bids for Wrestling Mat Replacements - Building R. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, June 26, 2018, the bids were publicly opened and read aloud in room A-302 by Alida Carpenter, Purchasing, and witnessed by Rebecca Chavez and Kirk Larsen, Triton O & M, and Gaspare Pitrello, Arcon Associates, Inc.

It is recommended that the Board of Trustees accept the proposal submitted by EZ Flex Sport Mats in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY

NET COST

EZ Flex Sport Mats  
4709 Edgewood Terrace  
Fort Worth, TX 76119

\$33,070.50

APPROVED:



Sean O'Brien Sullivan  
Vice President – Business Services

A/C Number	02-70900501-580400005-FY19	
A/C Name	Maintenance Services	
Budge	\$	1,230,000.00
Prev. Expend.	\$	112,500.00
Schedule	\$	33,070.50
Balance	\$	1,084,429.50

## Memorandum

June 26, 2018

To: Sean Sullivan  
V.P. Business Services

From: John Lambrecht  
Associate Vice President, Facilities



RE: Wrestling Mat replacements – Building R



Operations & Maintenance

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Triton College received two bids from vendors for Wrestling Mat Replacements – Building R.

The lowest, qualified bidder was EZ Flex Sport Mats in the amount of \$33,070.50.

Arcon Associates has carefully reviewed the bids and recommends that the project be awarded to be awarded to EZ Flex Sport Mats in the total amount of \$33,070.50.

I support this recommendation and agree that the bid should be awarded to EZ Flex Sport Mats in the total amount of \$33,070.50.

Thanks, and please feel free to call with any questions,

John



June 26, 2018

Mr. John Lambrecht  
Associate Vice President of Facilities  
Triton College  
2000 Fifth Avenue  
River Grove, Illinois 60171

RE: BID RECOMMENDATION  
WRESTLING MAT REPLACEMENTS  
TRITON COLLEGE - BUILDING R  
PROJECT NO. 17062

Dear Mr. Lambrecht:

On Tuesday, June 26, 2018 at 1:30 P.M. two (2) sealed bids were publicly opened and read for the Wrestling Mat Replacements at Building R project. The low qualified bidder was EZ Flex Sport Mats, in the Base Bid amount of \$33,070.50.

We contacted EZ Flex Sport Mats and they have confirmed their bid. The project requirements were reviewed and EZ Flex Sport Mats demonstrated an understanding of the scope of work and project timeline.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Wrestling Mat Replacements at Building R project to EZ Flex Sport Mats in the Base Bid amount of \$33,070.50.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,  
ARCON Associates, Inc.

Gaspare P. Pitrello, ALA  
Associate Principal

Attachments

WMS/gs  
J:\Triton College\17062 Miscellaneous Projects\1 Docs\Corr\170621001.wpd

Project: Wrestling Mat Replacements - Building R  
 Owner: Triton College  
 Project No.: 17062  
 Bid Date/Time: Tuesday, June 26, 2018 @ 1:30 P.M.



	CONTRACTOR	BID AMOUNT	Comments
1	EZ Flex Sports Mat	\$33,070.50	Check 3307.50
2	Sportsgraphic Inc	\$33,750.00	Bid Bond/Sample
3			
4			
5			
6			
7			
8			
9			

TRITON COLLEGE  
DISTRICT #504  
SUBJECT: Request for Bid

SCHEDULE 2.4  
June 12, 2018

The Board of Trustees invites you to submit a proposal on the item(s) listed below.



John Lambrecht  
Associate Vice President – Facilities

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QUANTITY	ARTICLE DESCRIPTION
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**WRESTLING MAT REPLACEMENTS – BUILDING R**

Please visit [www.triton.edu/rfp](http://www.triton.edu/rfp) to check for any additional addendums or changes.

**RESPONSE OPENING: 1:30 pm, LOCAL TIME, Tuesday, June 26, 2018**  
**Learning Resource Center / Building A / ROOM A-300**

QUESTIONS, PLEASE CONTACT ARCON ASSOCIATES, INC. –  
Mr. Gaspare Pitrello (630) 495-1900 Ext. 210 or email [gppitrello@arconassoc.com](mailto:gppitrello@arconassoc.com)

**This proposal is to be received by TRITON COLLEGE – BUSINESS OFFICE, ROOM A 306 (Learning Resource Center), located at 2000 Fifth Avenue, River Grove, IL, 60171, on or before 1:30 pm, local time, on Tuesday, June 26, 2018. Facsimile or e-mail copies are not permissible.**

FIRM: EZ Flex Sport Mats

SIGNATURE: Kevin Coons

ADDRESS: 4709 S Edgewood Terrace

CONTACT: Kevin Coons

CITY & STATE: Fort Worth, TX 76119

TELEPHONE: 877-939-3539

**TRITON COLLEGE  
WRESTLING MAT REPLACEMENTS – BUILDING R  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

Name of Bidder: EZ Flex Sport Mats

Address: 4709 S Edgewood Terrace

City, State, Zip: Fort Worth, TX 76119

Phone: 877-939-3539 Contact: Kevin Coons

The undersigned acknowledges receipt of:

PROJECT: WRESTLING MAT REPLACEMENTS – BUILDING R

ADDRESS: 2000 Fifth Avenue, River Grove, IL 60171

Bidder has examined the site and all bidding documents. Shall be responsible for performing all work specifically required by all parts of the bidding documents, including all drawings and specifications for the entire project.

Specifications and ANY and ALL addendums will be posted to the following website:

[www.triton.edu/rfp](http://www.triton.edu/rfp)

**Bid Opening – Tuesday, June 26, 2018, 1:30 PM, Learning Resource Center,  
Building A, Room A-300.**



**TRITON COLLEGE  
WRESTLING MAT REPLACEMENTS – BUILDING R  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

Bidder is responsible for checking website for any issued addendums.

Agrees to:

- A. Hold this bid open until 60 calendar days after the bid opening date.
- B. Accept the provisions of the Instructions to bidders regarding disposition of bid security.
- C. Enter into and execute a contract with Triton when awarded on the basis of this bid, and in connection therewith to:
  - 1. Furnish all bonds and insurance in accord with the bidding document
  - 2. Accomplish the work in accord with the Contract

**SITE VISIT**

Contractors are encouraged to visit the site. Contact ARCON Associates Inc., Gaspare Pitrello, 630/495-1900 Ext. 210 or [gppitrello@arconassoc.com](mailto:gppitrello@arconassoc.com) for further information.

**BID DEPOSIT:**

The undersigned furnished herewith as required, bid security in the amount of 10% of the amount bid in the form of cashier's check \_\_\_\_\_, certified Check, \_\_\_\_\_ made payable to the Owner or bid bond \_\_\_\_\_, naming the College as obligee. (Bidder to check form of deposit furnished).

It is understood and agreed that should the undersigned fail to enter into a contract with the College or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the College as liquidated damages and not as a forfeiture. As it is impossible to determine precisely and exact amount of damages the College will sustain, it is agreed that the bid deposit is a fair and equitable estimate of damages.

Bidder shall also be required to comply with State of Illinois laws on preference employment, as outlined in IL. Rev. Stat. CH. 48 269-28-285 "Preference to Citizens on Public Works Projects".

**BID WILL BE "NON RESPONSIVE" IF THESE REQUIREMENTS ARE NOT FULFILLED**

**TRITON COLLEGE  
WRESTLING MAT REPLACEMENTS – BUILDING R  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

**ADDENDA**

The undersigned hereby acknowledges receipt of the following Addenda and has included the provisions of same in this Bid. (List by number and date appearing on each addendum)

Addendum No.

Dated

---

**BID ACCEPTANCE**

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the bid opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (A.I.A. Document A101, 2007 Edition.) in accordance with the bids as accepted. He will obtain performance and payment bonds with such surety or sureties as the Owner may approve, cost of which shall be included in the base bid.

**ARBITRATION:** All references to arbitration in any portion of the contract documents are deleted. All disputes arising under this agreement shall be resolved in the Circuit Court of Cook County.

**PAYMENT:** Payments will be processed monthly based on completion of services as determined by Owner in the Owner's sole determination.

**CHANGE ORDERS:** Change orders will not be approved unless prior written authorization is received by the Owner and the policy and procedures of Owner have been strictly adhered to. Owner is a governmental entity which cannot, by law, be obligated to pay for any change not authorized and in compliance with applicable laws, regulations and policies. All requests for changes shall be in writing and accompanied by adequate supporting documentation. Contractor shall, upon request complete any form for a change that may be required or requested by Owner or its architect.

The College reserves the right to award the contract to its best interests, to any or all bids, to waive informalities, in bidding and to hold all bids for the bid guarantee period, a period of 60 days after bid opening.

The Undersigned:

Having examined the site of the work, and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the specifications and duly issued addendum, hereby agrees to perform all work and furnish all labor, material and equipment

**TRITON COLLEGE  
WRESTLING MAT REPLACEMENTS – BUILDING R  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

specifically required of him by the specifications and such additional work may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described services for stated price.

To hold this bid open until 60 calendar days after the bid opening date.

To enter into and execute a contract with the College, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish bid security and insurance in accordance
2. Accomplish the work in accord with the contract

**REPRESENTATIONS AND CERTIFICATIONS**

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid proposal. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**AVAILABILITY:** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**INDEPENDENT PRICE DETERMINATION:** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE:** The contractor and each subcontractor shall pay not less than the prevailing rate of hourly wages for Work of a similar character in the locality in which the Work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime Work in the performance of Work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois Revised Statutes, Chapter 48, Section 39s-1 et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 39s-5 the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, Workers and mechanics employed by them and also showing the actual hourly wage paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor

**TRITON COLLEGE  
WRESTLING MAT REPLACEMENTS – BUILDING R  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, Worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or subcontractor of the pendency of such claim, demand, lien or suit.

**BID RIGGING/BID ROTATING**

The undersigned is not barred from bidding on this project as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 38E-4 (Bid rotating) under Article 33E of Chapter 38 of the Illinois Revised Statutes.

The Contractor Acknowledges:

1. That he understands the specifications
2. That he has the equipment, technical ability, personnel and facilities to construct the project in accordance with the specifications
3. That the specifications are, in his opinion, appropriate and adequate for said project.
4. That he will conform to and abide by the decision of the Owner as to selection of Contractor.

EZ Flex Sport Mats

Legal Name of person, corporation, partnership  
or joint venture

Kevin Combs

Signature and Title

If Corporation, affix Corporate Seal

Dated June 19, 2018.

**TRITON COLLEGE  
WRESTLING MAT REPLACEMENTS – BUILDING R  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

If a Corporation

NAME

ADDRESS

	President	
	Secretary	
	Treasurer	

Corporation, State of \_\_\_\_\_

If a Partnership (LLC)

NAME OF PARTNERS

ADDRESS

N/A	4709 S Edgewood Terrace, Fort Worth, TX 76119

If a Joint Venture

NAME OF MEMBERS

ADDRESS


Base Scope Project Cost

\$ 33,070.50

**TRITON COLLEGE  
WRESTLING MAT REPLACEMENTS – BUILDING R  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

**BID SUMMARY FORM**

BIDDER NAME: EZ Flex Sport Mats

TOTAL BID: \$33,070.50

SUBMITTAL:



4709 S Edgewood Terrace Toll Free 877-939-3539  
Fort Worth, TX 76119 Fax 817-632-4798  
ezflexmats.com

# Quote

Date	Quote #
06/15/18	29603

<p>Bill To:</p> <p>Triton College 2000 Fifth Ave. River Grove, IL 60171</p>
---

<p>Ship To:</p> <p>Triton College Building R 2000 Fifth Ave. River Grove, IL 60171</p>
--

Cust. Ref. #	Salesperson	Department	Ship Method	Terms
	Coons, Kevin	Wrestling	Tallgrass Freight Co.	Net 30

Item Code	Description 1	Description 2	Qty	Price	Ext. Price
116R RD	6' x 42' x 1-5/8"	Wres Roll Red EZ Flex	28	973.98	27,271.44
621	Start Marks Custom Gold (PMS TBD)	Paint Start Marks	4	0.00	0.00
627	10' & 32' Custom Gold (PMS TBD)	Paint Collegiate Circles	4	0.00	0.00
656	2 Colors Center: TC logo, approx. 66" wide, 78" tall White #604, Custom Gold (PMS TBD), Red Vinyl	Paint Up to 6' Logo	4	375.00	1,500.00
116RS27 RD	6' x 27' x 1-5/8" Cut to the following sizes: 2' x 13' (Qty 2) 2' x 14' (Qty 2) 2' x 26'	Wres Roll Red EZ Flex	1	626.12	626.12
116RS26 RD	6' x 26' x 1-5/8" Cut to the following sizes: 3 strips of 2' x 26'	Wres Roll Red EZ Flex	1	602.94	602.94
3346	Cutting Charges Cut 116RS27 and 116RS26 mats to the sizes listed above (see drawing)		1	100.00	100.00
522	Tape 4" x 84'	Clear Tape	15	0.00	0.00
3345	Installation Fee		1	1,650.00	1,650.00
FRT ID	Freight Quote ID # AC-6/15/18		1	0.00	0.00

**NOTES**

- 5 year limited warranty
- Impact Test Approved (ASTM F 1081)
- Antimicrobial treated surface
- Includes storage straps + mat tape

Subtotal	31,750.50
Tax	0.00
Freight	1,320.00
Total	33,070.50

Ohio, Michigan or Texas State Sales Tax may be added to your purchase if the correct exemption information is not provided.

**TRITON COLLEGE  
WRESTLING MAT REPLACEMENTS – BUILDING R  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

EZ Flex Sport Mats  
BIDDER

4709 S Edgewood Terrace  
BIDDER ADDRESS

Fort Worth, TX 76119  
CITY, STATE AND ZIP CODE

6/19/18  
DATE

Kevin Coons  
BY:

Kevin Coons  
SIGNATURE

Account Manager  
TITLE

877-939-3539  
BUSINESS TELEPHONE

817-632-4798

FAX

kevin@ezflexmats.com  
E-MAIL

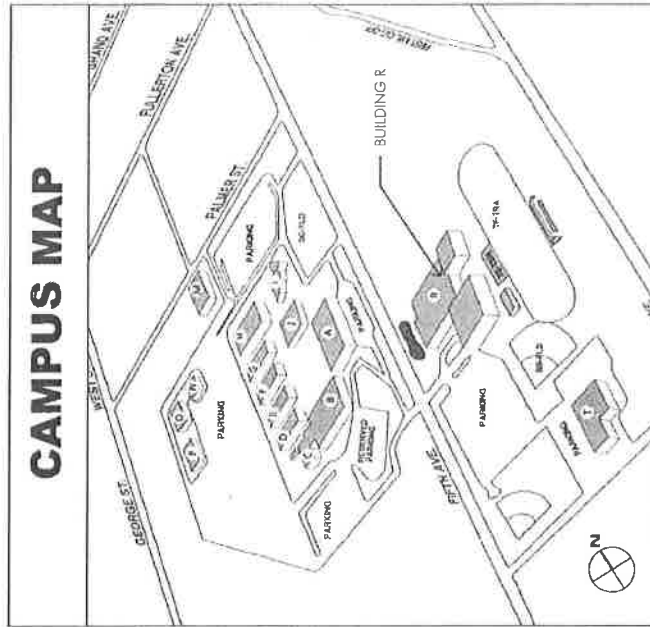
Envelopes containing bid, bid security and other required documents must be sealed, marked and addressed as follows:

TRITON COLLEGE  
Wrestling Mat Replacements – Building R  
Business Office / Purchasing Department / A 306  
2000 Fifth Avenue  
River Grove IL 60171



**EXHIBIT "B"**

Sheet	Description
G1.0	COVER SHEET
A1.1	PLAN AND ORDER SUMMARY

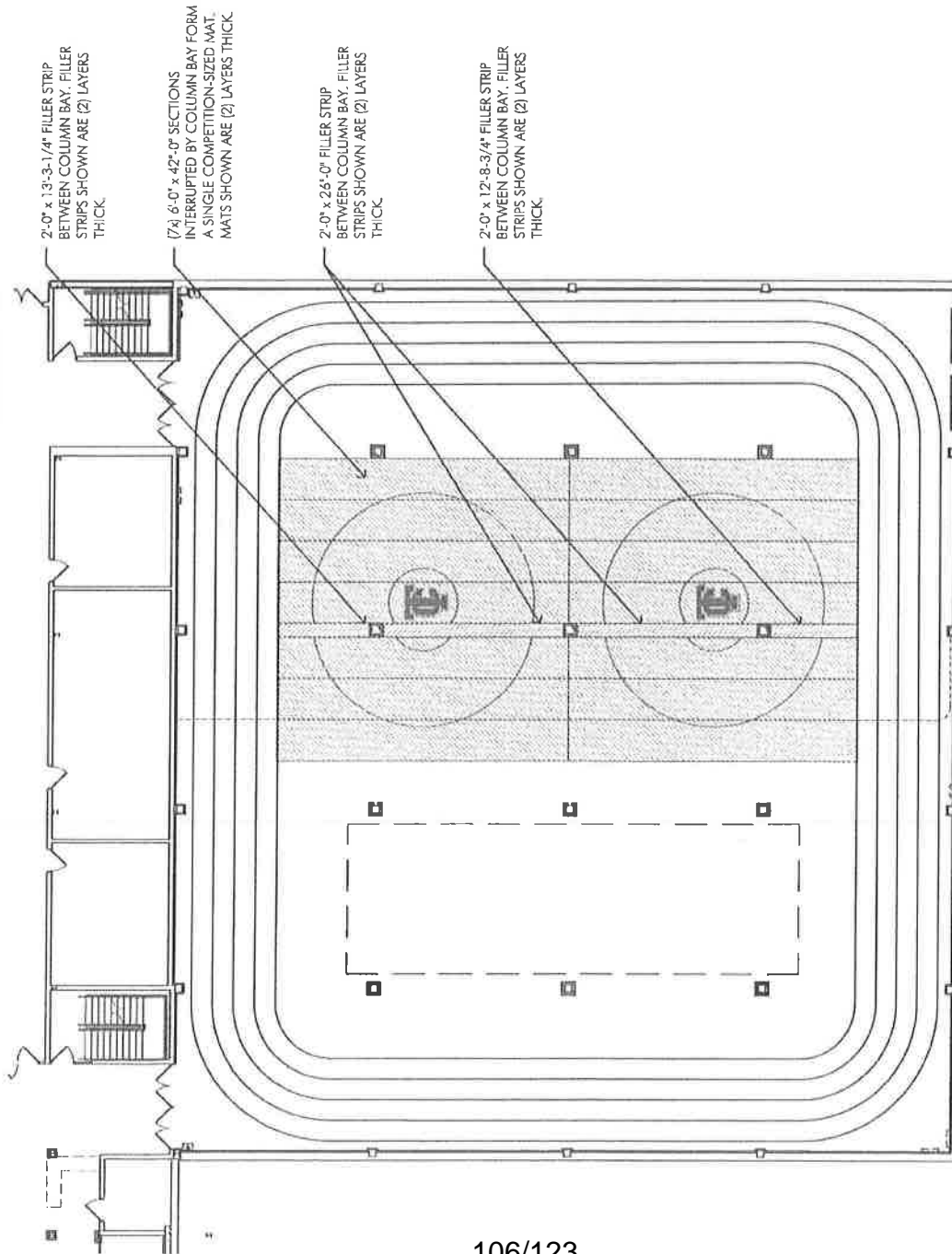


<b>Project No.</b>	<b>17062</b>
<b>Date:</b>	<b>6/7/2018</b>
<b>Drawn By:</b>	<b>APM</b>
<b>Revisions</b>	
No.	Description

2050 south finley road, suite 40 • Lombard, Illinois 60148 • PH 630-495-1900 FAX 708-328-6325

**G1.0**

# EXHIBIT "B"



## ORDER SUMMARY

- (4x) 42'-0" x 42'-0" x 1'-5/8" 116RS27 red vinyl wrestling mats by EZ Flex with start marks, 10'-0" and 32'-0" collegiate circles, and 2 color center logo, approximately 66" wide and 78" tall, in white #604 and custom gold color. 42'-0" x 42'-0" mats are to be cut into (7x) 6'-0" x 42'-0" strips.
- (14x) 4" x 84'-0" Clear Tape
- (2x) 2'-0" x 13'-3 1/4" x 1'-5/8" 116RS27 red vinyl wrestling mat strips
- (4x) 2'-0" x 26'-0" x 1'-5/8" 116RS27 red vinyl wrestling mat strips
- (2x) 2'-0" x 12'-8 3/4" x 1'-5/8" 116RS27 red vinyl wrestling mat strips
- Order is to include unpacking, assembly, and taping in space

**BASIS OF DESIGN IS EZ FLEX. PRODUCT SUBSTITUTIONS MUST BE APPROVED BY THE TRITON COLLEGE ATHLETIC DEPARTMENT.**



Project Name: **WRESTLING MAT REPLACEMENTS**  
TRITON COLLEGE - BUILDING R LOWER LEVEL

ARCON Description: **SEE ORDER SUMMARY**

2050 south finley road, suite 40 • Lombard, Illinois 60148 • PH 630-495-1900 FAX 708-328-6325

Project No. **17062**

Date: **6/7/2018**

Drawn By: **APM**

## Revisions

No.	Revision

# A1.1



**EZ FLEX SPORT MATS**  
4709 S. EDGEWOOD TERRACE  
FORT WORTH, TX 76119

**FIRST FINANCIAL BANK**  
855-680-5862

15415

88-1127113  
91

15415  
CHECK AMOUNT

DATE	AMOUNT
6/21/18	3,307.50

3,307.50

Three Thousand Three Hundred Seven Dollars & 50/100

PAY  
TO THE  
ORDER  
OF

Triton College  
Busi. Office/Purchasing Dept. A 306  
2000 Fifth Ave.  
River Grove, IL 60171

Wrestling Mat Replacements - Bldg. R

Alfred Russel Wallace

118958E00776 1122770E777 11577570

TRITON COLLEGE  
DISTRICT #504

SCHEDULE B41.03  
VOLUME XLI  
July 17, 2018

Mechanical Upgrades Building J, N & T

Four firms submitted bids for Mechanical Upgrades Buildings J, N & T. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, June 26, 2018, the bids were publicly opened and read aloud in room A-302 by Alida Carpenter, Purchasing, and witnessed by Rebecca Chavez and Kirk Larsen, Triton O & M, Gaspare Pitrello, Arcon Associates, Inc., and representatives from MG Mechanical, Amber Mechanical, Mechanical Concepts of IL, Inc., and Monaco Mechanical.

It is recommended that the Board of Trustees accept the proposal submitted by Mechanical Concepts of IL, Inc. in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY

NET COST

Mechanical Concepts of IL, Inc.  
333 S O'Hare Drive  
Romeoville, IL 60446

\$358,000.00

APPROVED:



Sean O'Brien Sullivan  
Vice President – Business Services

A/C Number	02-70900501-580400005-FY19
A/C Name	Maintenance Services
Budge	\$ 1,230,000.00
Prev. Expend.	\$ 145,570.50
Schedule	\$ 358,000.00
Balance	\$ 726,429.50

## Memorandum

June 26, 2018

To: Sean Sullivan  
V.P. Business Services

From: John Lambrecht  
Associate Vice President, Facilities



RE: Mechanical Upgrades at Buildings J, N & T Project



Operations & Maintenance

---

Triton College received four bids from vendors for Mechanical Upgrades at Buildings J, N, and T.

The lowest, qualified bidder was Mechanical Concepts of IL, Inc. in the Base Bid and Alternate amount of \$358,000.00.

The total amount includes the project contingency amount

Arcon Associates has carefully reviewed the bids and recommends that the project be awarded to be awarded to Mechanical Concepts of IL, Inc in the total amount of \$358,000.00.

I support this recommendation and agree that the bid should be awarded to Mechanical Concepts of IL, Inc. in the total amount of \$358,000.00.

Thanks, and please feel free to call with any questions,

John



June 26, 2018

Mr. John Lambrecht  
Associate Vice President of Facilities  
Triton College  
2000 Fifth Avenue  
River Grove, Illinois 60171

RE: BID RECOMMENDATION  
MECHANICAL UPGRADES  
TRITON COLLEGE - BUILDINGS J, N & T  
PROJECT NO. 18068

Dear Mr. Lambrecht:

On Tuesday, June 26, 2018 at 1:30 P.M. four (4) sealed bids were publicly opened and read for the Mechanical Upgrades at Buildings J, N & T project. The low qualified bidder was Mechanical Concepts of Illinois, Inc., in the Base Bid and Alternate amount of \$358,000.00. The total amount includes the project contingency amount.

We contacted Mechanical Concepts of Illinois, Inc. and they have confirmed their bid. The project requirements were reviewed and Mechanical Concepts of Illinois, Inc. demonstrated an understanding of the scope of work and project time line. Mechanical Concepts of Illinois, Inc. has performed on previous ARCON and Triton College projects with favorable results.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Mechanical Upgrades at Buildings J, N & T project to Mechanical Concepts of Illinois, Inc. in the Base Bid and Alternate amount of \$358,000.00.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,  
ARCON Associates, Inc.

A handwritten signature in black ink, appearing to read "Gaspare Pitello".

Gaspare P. Pitello, ALA  
Associate Principal

Attachments

WMS/gs  
J:\Triton College\18068 HVAC Upgrades @ Buildings J, N & T\1 Docs\Corr\18068I001.wpd

Project: Mechanical Upgrades - Buildings J, N, & T  
 Owner: Triton College  
 Project No.: 18068  
 Bid Date/Time: Tuesday, June 26, 2018 @ 1:30 P.M.



	CONTRACTOR	BID BOND	BASE BID	ALTERNATE	10% CONTINGENCY	TOTAL
1	Amber Heating and Air Conditioning	✓	\$242,000.00	\$279,000.00		
2	Monaco Mechanical	✓	\$273,000.00	\$217,000.00	\$27,300.00	\$517,300.00
3	MG Mechanical Contracting	✓	\$174,000.00	\$207,900.00	\$17,400.00	\$399,300.00
4	Mechanical Concepts of Illinois, Inc.	✓	\$168,000.00	\$173,200.00	\$16,800.00	\$358,000.00
5						
6						
7						
8						
9						
10						

**TRITON COLLEGE  
MECHANICAL UPGRADES – BUILDINGS J, N & T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

Name of Bidder: Mechanical Concepts of Illinois, Inc.  
Address: 333 S. O'Hare Drive  
City, State, Zip: Romeoville, Illinois 60446  
Phone: 630-724-0891 Contact: David Wozniak

The undersigned acknowledges receipt of:

PROJECT: Mechanical Upgrades – Buildings J, N & T

ADDRESS: 2000 Fifth Avenue, River Grove, IL 60171

Bidder has examined the site and all bidding documents. Shall be responsible for performing all work specifically required by all parts of the bidding documents, including all drawings and specifications for the entire project.

Specifications and ANY and ALL addendums will be posted to the following website:

[www.triton.edu/rfp](http://www.triton.edu/rfp)

**Bid Opening – Tuesday, June 26, 2018, 1:30 PM, Learning Resource Center,  
Building A, Room A-300.**



**TRITON COLLEGE  
MECHANICAL UPGRADES – BUILDINGS J, N & T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

Bidder is responsible for checking website for any issued addendums.

Agrees to:

- A. Hold this bid open until 60 calendar days after the bid opening date.
- B. Accept the provisions of the Instructions to bidders regarding disposition of bid security.
- C. Enter into and execute a contract with Triton when awarded on the basis of this bid, and in connection therewith to:
  - 1. Furnish all bonds and insurance in accord with the bidding document
  - 2. Accomplish the work in accord with the Contract

**SITE VISIT**

Contractors are encouraged to visit the site. Contact ARCON Associates Inc., Gaspare Pitrello, 630/495-1900 Ext. 210 or [gppitrello@arconassoc.com](mailto:gppitrello@arconassoc.com) for further information.

**BID DEPOSIT:**

The undersigned furnished herewith as required, bid security in the amount of 10% of the amount bid in the form of cashier's check \_\_\_\_\_, certified Check, \_\_\_\_\_ made payable to the Owner or bid bond   X   \_\_\_\_\_, naming the College as obligee. (Bidder to check form of deposit furnished).

It is understood and agreed that should the undersigned fail to enter into a contract with the College or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the College as liquidated damages and not as a forfeiture. As it is impossible to determine precisely and exact amount of damages the College will sustain, it is agreed that the bid deposit is a fair and equitable estimate of damages.

Bidder shall also be required to comply with State of Illinois laws on preference employment, as outlined in IL. Rev. Stat. CH. 48 269-28-285 "Preference to Citizens on Public Works Projects".

**BID WILL BE "NON RESPONSIVE" IF THESE REQUIREMENTS ARE NOT FULFILLED**

**TRITON COLLEGE  
MECHANICAL UPGRADES – BUILDINGS J, N & T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

**ADDENDA**

The undersigned hereby acknowledges receipt of the following Addenda and has included the provisions of same in this Bid. (List by number and date appearing on each addendum)

Addendum No.

Dated

---

**BID ACCEPTANCE**

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the bid opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (A.I.A. Document A101, 2007 Edition.) in accordance with the bids as accepted. He will obtain performance and payment bonds with such surety or sureties as the Owner may approve, cost of which shall be included in the base bid.

**ARBITRATION:** All references to arbitration in any portion of the contract documents are deleted. All disputes arising under this agreement shall be resolved in the Circuit Court of Cook County.

**PAYMENT:** Payments will be processed monthly based on completion of services as determined by Owner in the Owner's sole determination.

**CHANGE ORDERS:** Change orders will not be approved unless prior written authorization is received by the Owner and the policy and procedures of Owner have been strictly adhered to. Owner is a governmental entity which cannot, by law, be obligated to pay for any change not authorized and in compliance with applicable laws, regulations and policies. All requests for changes shall be in writing and accompanied by adequate supporting documentation. Contractor shall, upon request complete any form for a change that may be required or requested by Owner or its architect.

The College reserves the right to award the contract to its best interests, to any or all bids, to waive informalities, in bidding and to hold all bids for the bid guarantee period, a period of 60 days after bid opening.

**The Undersigned:**

Having examined the site of the work, and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the specifications and duly issued addendum, hereby agrees to perform all work and furnish all labor, material and equipment

**TRITON COLLEGE  
MECHANICAL UPGRADES – BUILDINGS J, N & T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

specifically required of him by the specifications and such additional work may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described services for stated price.

To hold this bid open until 60 calendar days after the bid opening date.

To enter into and execute a contract with the College, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish bid security and insurance in accordance
2. Accomplish the work in accord with the contract

**REPRESENTATIONS AND CERTIFICATIONS**

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid proposal. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**AVAILABILITY:** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**INDEPENDENT PRICE DETERMINATION:** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE:** The contractor and each subcontractor shall pay not less than the prevailing rate of hourly wages for Work of a similar character in the locality in which the Work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime Work in the performance of Work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois Revised Statutes, Chapter 48, Section 39s-1 et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 39s-5 the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, Workers and mechanics employed by them and also showing the actual hourly wage paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor

**TRITON COLLEGE  
MECHANICAL UPGRADES – BUILDINGS J, N & T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, Worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or subcontractor of the pendency of such claim, demand, lien or suit.

**BID RIGGING/BID ROTATING**

The undersigned is not barred from bidding on this project as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 38E-4 (Bid rotating) under Article 33E of Chapter 38 of the Illinois Revised Statutes.

The Contractor Acknowledges:

1. That he understands the specifications
2. That he has the equipment, technical ability, personnel and facilities to construct the project in accordance with the specifications
3. That the specifications are, in his opinion, appropriate and adequate for said project.
4. That he will conform to and abide by the decision of the Owner as to selection of Contractor.

Mechanical Concepts of Illinois, Inc.

Legal Name of person, corporation, partnership  
or joint venture

If Corporation, affix Corporate Seal

Signature and Title

 **VICE PRESIDENT**

Dated June 26, 2018

**TRITON COLLEGE  
MECHANICAL UPGRADES – BUILDINGS J, N & T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

If a Corporation

NAME

ADDRESS

<u>Mechanical Concepts of Illinois, Inc.</u>	President <u>Elizabeth Wozniak</u>
<u>333 S. O'Hare Drive</u>	<del>Secretary</del> <u>VP: David Wozniak</u>
<u>Romeoville, Illinois 60446</u>	Treasurer <u>NA</u>
Corporation, State of <u>Illinois</u>	

If a Partnership

NAME OF PARTNERS

ADDRESS

<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

If a Joint Venture

NAME OF MEMBERS

ADDRESS

<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Base Scope Project Cost	\$ <u> </u>
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**TRITON COLLEGE  
MECHANICAL UPGRADES – BUILDINGS J, N & T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

**BID SUMMARY FORM**

BIDDER NAME: Mechanical Concepts of Illinois, Inc.

BASE BID TOTAL: 168,000.00

CONSTRUCTION CONTINGENCY (@ 10% OF BASE BID): 16,800.00

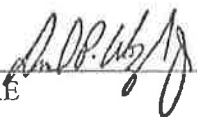
TOTAL BID: 184,800.00

Alternate # Add \$ 173,200.00

**TRITON COLLEGE  
MECHANICAL UPGRADES – BUILDINGS J, N & T  
BID FORM & BIDDER IDENTIFICATION**

**EXHIBIT "A"**

**SUBMITTAL:**

<u>Mechanical Concepts of Illinois, Inc.</u>	<u>David Wozniak</u>
<b>BIDDER</b>	<b>BY:</b>
<u>333 S. O'Hare drive</u>	
<b>BIDDER ADDRESS</b>	<b>SIGNATURE</b>
<u>Romeoville, Illinois 60446</u>	<u>Vice President</u>
<b>CITY, STATE AND ZIP CODE</b>	<b>TITLE</b>
<u>June 26, 2018</u>	<u>630-724-0891</u>
<b>DATE</b>	<b>BUSINESS TELEPHONE</b>
	<u>815-838-5364</u>
	<b>FAX</b>
	<u>dwozniak@mechconcepts-il.com</u>
	<b>E-MAIL</b>

Envelopes containing bid, bid security and other required documents must be sealed, marked and addressed as follows:

TRITON COLLEGE  
Mechanical Upgrades – Buildings J, N & T  
Business Office / Purchasing Department / A 306  
2000 Fifth Avenue  
River Grove IL 60171



**MECHANICAL CONCEPTS of Illinois, Inc.**  
HEATING, VENTILATION, AIR CONDITIONING  
333 S. O'Hare Drive • Romeoville, IL 60446

### Recently Completed Projects

Project Name: **Adlai E. Stevenson High School- 2017 Renovations**  
Construction Man. **Gilbane Building Company**  
Contact: **Jarlath Lynch**  
Phone: **773-695-3500**  
E-Mail: [jlynch@gilbaneco.com](mailto:jlynch@gilbaneco.com)  
Price of Project: **\$ 269,000.00**

Project Name: **Downers Grove North High School**  
Architect: **Wight & Company**  
Contact: **Craig Polte**  
Phone: **630-969-7000**  
E-Mail: [cpolte@wightco.com](mailto:cpolte@wightco.com)  
Price of Project: **\$ 527,600.00**

Project Name: **Streamwood High School**  
Construction Man. **Mechanical Services Associates Corp.**  
Contact: **Jeff Leverenz**  
Phone: **815-788-8901**  
E-Mail: [jleverenz@msa-co.com](mailto:jleverenz@msa-co.com)  
Price of Project: **\$ 1,340,000.00**

Project Name: **Murphy School**  
Construction Man. **Wight & Company**  
Contact: **Andreas Symeonides**  
Phone: **630-969-7000**  
E-Mail: [asymeonides@wightco.com](mailto:asymeonides@wightco.com)  
Price of Project: **\$ 891,000.00**

Project Name: **MacNeal Hospital: OR HVAC Modifications**  
Contact: **Brian Dennen**  
Phone: **708-783-7033**  
E-Mail: [bdennen@macneal.com](mailto:bdennen@macneal.com)  
Price of Project: **\$ 180,000.00**

Project Name: **Chicago Behavioral**  
Construction Man. **Reed Construction**  
Contact: **Scott Pickands**  
Phone: **312-943-8100**  
E-Mail: [spickands@reedcorp.com](mailto:spickands@reedcorp.com)  
Price of Project: **\$ 935,900.00**





# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:***(Name, legal status and address)***Mechanical Concepts of Illinois, Inc.****333 S. O'Hare Drive  
Romeoville, IL 60446****OWNER:***(Name, legal status and address)***Triton College District #504  
2000 Fifth Avenue  
River Grove, IL 60171****BOND AMOUNT: \*\*\* TEN PERCENT OF AMOUNT BID \*\*\*****SURETY:***(Name, legal status and principal place of business)***Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:***(Name, location or address, and Project number, if any)***Mechanical Upgrades at Triton College - Buildings J, N, and T**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **26th** day of **June** **2018**  
**Mechanical Concepts of Illinois, Inc.**

*Carol Ann Kelly*  
(Witness)

(Principal)

(Seal)

*Jackie Sheldon*  
(Witness)

(Title)

**Hudson Insurance Company**

(Surety)

(Seal)

(Title)

**Todd Schaap, Attorney-in-Fact**

In It.

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061110



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas Chambers, Todd Schaap of the State of Wisconsin

Todd Kramer of the State of Iowa

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 13th day of December, 2017 at New York, New York.



(Corporate seal)

Attest: *Dina Daskalakis*  
Dina Daskalakis  
Corporate Secretary

HUDSON INSURANCE COMPANY

By: *Michael P. Clifone*  
Michael P. Clifone  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS:

On the 13th day of December, 2017 before me personally came Michael P. Clifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name in like order.

(Notarial Seal)



*Ann M. Murphy*  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2021

## CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK SS:

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 26th day of June, 2018.



(Corporate seal)

By: *Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN )

COUNTY OF **Racine** )

ON THIS 26th day of June, 2018,

before me, a notary public, within and for said County and State, personally appeared \_\_\_\_  
Todd Schaap to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Hudson Insurance Company, a corporation  
of Delaware, created, organized and existing under and  
by virtue of the laws of the State of Delaware; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Todd Schaap did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.

  
Josie Benson

Notary Public, **Racine** County, Wisconsin  
My Commission Expires **9/27/2020**

