



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, April 16, 2019

- I. CALL TO ORDER** April 16, 2019 at 6:30 p.m.
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LV**
[Minutes of the Regular Board Meeting of March 19, 2019, No. 12](#)
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Action Exhibits
 - [16259 Selection of Student Member of the Board of Trustees](#)
 - [16260 Budget Transfers](#)
 - [16261 Extension of Intergovernmental Cooperative Agreement with West Central Municipal Conference](#)
 - [16262 Crowe LLP Auditor Engagement Letter – FY 2019-2023](#)
 - [16263 Episerver Hosting Agreement](#)
 - [16264 Purchase of Three Milestone Recording Servers](#)
 - [16265 R Building Lower Level Running Track Damaged Flooring Replacement](#)
 - [16266 Clinical Affiliate Agreement with Uropartners, LLC](#)

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

XIV. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 7:02 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.

Absent: Ms. Diane Viverito.

Mr. Stephens remarked that Ms. Viverito is on a family vacation.

APPROVAL OF BOARD MINUTES

Ms. Peluso made a motion, seconded by Mr. Johnson, to approve the minutes of the Regular Board Meeting of February 19, 2019. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Mid-Management Association President Kay Frey reported that managers are looking forward to their In-Service on Friday.

Adjunct Faculty Association President Bill Justiz reported that adjuncts are in contract negotiations and feel they are going well.

STUDENT SENATE REPORT

Student Trustee Erendira Garcia reported that students will be attending Advocacy Day in Springfield on April 9.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

No report.

Finance/Maintenance & Operations

Ms. Peluso reported that the committee met on March 6, reviewed four new business items and four purchasing schedules, and by unanimous vote forwarded all items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

Mission & Vision: President Moore introduced members from a College Council subgroup who worked on the Mission and Vision Statements revision initiative: Director of Planning &

Accreditation Pamela Perry, Director of Library Systems & Technical Services Hilary Meyer, and Director of Public Affairs & Community Relations Audrey Jonas. The group reviewed the process used and contacts made to collect input from faculty, staff, students, and community members that yielded six major concepts: Educate, Opportunity, Community, Connection, Diversity, and Value. The following draft statements were presented: Mission – Valuing the individual, educating our community; and Vision – A community with equitable opportunity for growth and success.

Mr. Stephens thanked the group for their outstanding work so far, and discussed the need for communication to the entire student body. For increased enrollment, he feels it's very important to hear what our students and community think and want. He would hope that people read the college's Mission Statement and Vision Statement and know they will be valued and served, motivating their attendance at Triton College.

PRESIDENT'S REPORT

No report.

CHAIRMAN'S REPORT

Chairman Mark Stephens commented that Triton was well-represented at the Wrestling National Tournament, and Men's Basketball won the regional championship in Division I before losing the district championship at a packed home game.

Mr. Stephens noted that President Moore has given him a list of faculty hires for next year that is under consideration.

Mr. Stephens reported on the following projects. He hopes that improvements can be made to front of this building (A) to reduce the concrete mass. Improvements to be made at the softball field include a trailer for restroom facilities and a temporary enclosure in the press area. The physics lab in the D building will be remodeled prior to the fall semester. The restrooms in the A Building first floor are near completion.

Chairman Stephens asked that the Board be kept apprised of enrollment figures.

Lastly, Mr. Stephens reminded Trustees to provide their input regarding the Mission and Vision Statements.

NEW BUSINESS

BOARD POLICY – Second Reading

Academic Affairs

6020 Academic Attendance Records

Ms. Peluso made a motion to enact revised Board Policy 6020, seconded by Mr. Johnson. Voice vote carried the motion unanimously.

ACTION EXHIBITS

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

16254 Budget Transfers

16255 Agreement with CCB Credit Card Services, Inc.

Vice President of Business Services Sean Sullivan explained that these are not credit cards, but purchasing cards to be used for student groups when they travel, and it is much safer than cash. The Business Office will have control over the funds on the cards and where they can be used.

16256 Commerce Bank Expense Card Program

16257 Agreement with HIPAA Exams for Discounted Student Exams in return for Promotional Display

16258 College Curriculum Committee Recommendation, March 2019

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

PURCHASING SCHEDULES

B41.15 Districtwide Schedule of Classes – Fall 2019

B41.16 Continuing Ed Guide – Summer 2019

B41.17 Linear Drain Replacement – Building T

B41.18 Exterior Landscape Maintenance - 2019

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

BILLS AND INVOICES

Ms. Peluso made a motion, seconded by Mr. Casson, to pay the Bills and Invoices in the amount of \$1,552,873.17.

Roll Call Vote:

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

Absent: Ms. Viverito.

Motion carried 6-0 with the Student Trustee voting yes.

CLOSED SESSION

Mr. Reyes 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 Ms. Peluso.

Roll Call Vote:

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

Motion carried 6-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:44 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

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

Motion carried 6-0 with the Student Trustee voting yes. The Board returned to Open Session at 8:28 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 through 1.5.01. 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 2.1.01 through 2.6.01. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Peluso made a motion, seconded by Mr. Johnson, to approve pages 4 through 7 of the Human Resources Report, items 3.1.01 through 3.5.04. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Peluso made a motion, seconded by Mr. Casson, to approve pages 8 through 10 of the Human Resources Report, items 4.1.01 through 4.10.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mr. Reyes made a motion, seconded by Ms. Peluso, to approve pages 11 through 13 of the Human Resources Report, items 5.1.01 through 5.5.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mr. Reyes made a motion, seconded by Mr. Johnson, to approve pages 14 through 17 of the Human Resources Report, items 6.1.01 through 6.5.01. Voice vote carried the motion unanimously.

7.0 Other

Ms. Peluso made a motion, seconded by Mr. Johnson, to approve pages 18 and 19 of the Human Resources Report, items 7.1.01 through 7.3.04. 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 8:31 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**

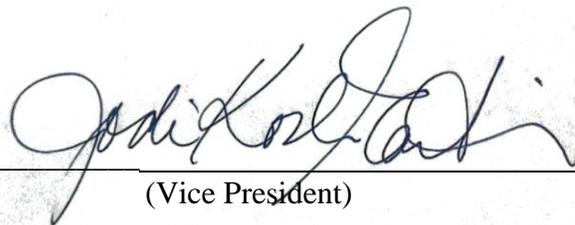
Meeting of April 16, 2019

ACTION EXHIBIT NO. 16259

SUBJECT: SELECTION OF STUDENT MEMBER OF THE BOARD OF TRUSTEES

RECOMMENDATION: That the Board of Trustees formally accept the results of the Student Trustee Election held on April 2nd and 3rd, 2019. Mr. Steven Page was officially elected by students as the Student Trustee for 2019-2020.

Submitted to Board by: _____



(Vice President)

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens Chairman	Diane Viverito Secretary	Date

Related forms requiring signature: Yes__ No X

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

Meeting of April 16, 2019

ACTION EXHIBIT NO. 16260

SUBJECT: BUDGET TRANSFERS

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

Board Officers' Signatures Required:

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

Related forms requiring signature: Yes _____ No X

**PROPOSED BUDGET TRANSFERS - FY 2019
FOR THE PERIOD 3/1/19 to 3/31/19**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	Surgical Technology	01-10401050-530400010	Surgical Technology	01-10401050-540100210	\$ 900.00
2	Emergency Medical Services	01-10401520-530400010	Emergency Medical Services	01-10401520-540100210	548.00
3	Fire Science	01-10401530-540100210	Fire Science	01-10401530-530400010	1,200.00
4	Adult Basic/Secon. Ed	01-10600510-540100210	Adult Basic/Secon. Ed	01-10600510-530900010	600.00
5	Adult Basic/Secon. Ed	01-10600510-550100005	Adult Basic/Secon. Ed	01-10600510-540100210	476.00
6	Adult Basic/Secon. Ed	01-10600510-550100010	Adult Basic/Secon. Ed	01-10600510-540100110	848.00
7	Adult Basic/Secon. Ed	01-10600510-550100015	Adult Basic/Secon. Ed	01-10600510-540100110	390.00
8	Adult Basic/Secon. Ed	01-10600510-550200005	Adult Basic/Secon. Ed	01-10600510-540100210	521.00
9	Adult Basic/Secon. Ed	01-10600510-550300005	Adult Basic/Secon. Ed	01-10600510-540100210	2,000.00
10	Library	01-20100510-530900010	Library	01-20100510-540500005	7,000.00
11	Library	01-20100510-540100110	Library	01-20100510-550200005	173.00
12	Sr. Exec of Public Affairs	01-80100535-530900010	Sr. Exec of Public Affairs	01-80100535-550300005	6,000.00
TOTAL EDUCATION FUND					\$ 20,656.00

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
BUILDING FUND					
13	Utilities	02-70600510-570100000	Building Operations 1	02-70100510-530300010	\$ 60,212.00
14	Utilities	02-70600510-570100000	Ground Maintenance	02-70300510-540200010	300.00
TOTAL BUILDING FUND					\$ 60,512.00

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
BUILDING(REST.) FUND					
15	LS FY16 CCTV PH5	03-70301016-580400005	LS FY16 CCTV PH5	03-70301016-530900010	\$ 31,211.00
TOTAL BUILDING(REST.) FUND					\$ 31,211.00

**PROPOSED BUDGET TRANSFERS - FY 2019
FOR THE PERIOD 3/1/19 to 3/31/19**

FROM		
ID#	AREA	ACCT #
AUXILIARY FUND		
16	Women's Basketball	05-60401030-590200000

TO		
AREA	ACCT #	AMOUNT
Women's Basketball	05-60401030-530900010	\$ 548.00
TOTAL AUXILIARY FUND		\$ 548.00

FROM		
ID#	AREA	ACCT #
RESTRICTED FUND		
17	ENT-PERKINS-Prog Qual	06-10300501-540900505
18	Automotive Tech Grant	06-10300520-560600010
19	Automotive Tech Grant	06-10300520-580600005
20	Tech Fees Current Year	06-10900525-540901005
21	Adult Volunteer Literacy	06-30805001-550200005

TO		
AREA	ACCT #	AMOUNT
ENT-PERKINS-Prog Qual	06-10300501-580600005	\$ 4,903.28
Automotive Tech Grant	06-10300520-540900505	4,622.50
Automotive Tech Grant	06-10300520-540900505	1,050.93
Tech Fees Current Year	06-10900525-530900010	68,000.00
Adult Volunteer Literacy	06-30805001-540900505	170.00
TOTAL RESTRICTED FUND		\$ 78,746.71

TOTAL PROPOSED BUDGET TRANSFERS		\$ 191,665.71
--	--	----------------------

Budget Transfer Form

Dollar Amount \$900.00

From what Budget Account	<u>01</u>	<u>10401050</u>	<u>530400010</u>	Object Code Description
				<u>Maintenance Services</u>
To what Budget Account	<u>01</u>	<u>10401050</u>	<u>540100210</u>	Instructional Supplies

Is this a Grant?
Yes No

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes () No ()

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Maintenance funds – remain available because most of the equipment is fairly new. As the equipment ages, we expect that we will begin using those funds on a regular basis.

Explain specifically why additional funds are needed in the receiving account:

Funds transferred to the instructional supplies area will allow to finish purchasing the supplies needed for start-up of the sterile processing technician program and purchase additional instruments and equipment that will be shared between the sterile processing technician and surgical technology programs.

Required Signatures

Requestor

Linda Mats

Cost Center Manager

[Signature]

Associate Dean (If Applicable)

Dean (If Applicable)

[Signature] 2/27/19

Associate Vice President

[Signature] 2/28/19

Area Vice President

[Signature]

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ MP

AVP of Finance: [Signature]

VP of Business Services: [Signature] 2/4/19

Entered by: B4147 DS 3/5/19

Budget Transfer Form

Dollar Amount \$548.00

From what Budget Account 01 - 10401520 - 530400010 Object Code Description EMS Maintenance

To what Budget Account 01 - 10401520 - 540100210 Object Code Description EMS Instructional Supplies

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? _____ Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

All EMS maintenance has been completed and funds are leftover.

Explain specifically why additional funds are needed in the receiving account:

To purchase additional necessary EMS instructional supplies.

Required Signatures

Requestor Cathy Stenberg 2/21/2019

Cost Center Manager D. Hoppe 2/21/2019

Associate Dean (If Applicable) _____

Dean (If Applicable) Suee Campos 2/21/2019

Associate Vice President Paul Jensen 2/22/2019

Area Vice President Deb Baker 2/22/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *JK*

AVP of Finance: GD

VP of Business Services: Jan 3/4/19

Entered by: B4149 DS 3/5/19

Budget Transfer Form

Dollar Amount	<u>\$1,200.00</u>	Object Code Description
From what Budget Account	<u>01 - 10401530 - 540100210</u>	<u>Fire Science - Instructional Supplies</u>
To what Budget Account	<u>01 - 10401530 - 530400010</u>	<u>Fire Science - Maintenance Services</u>
Is this a Grant? Yes () No (X)	*If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"	
Grant Accountant?	Include Attachments: Yes () No (X)	

Rationale:

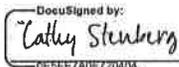
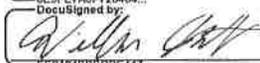
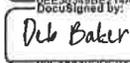
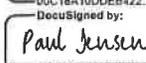
Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

All department instructional supplies purchased, please forward \$1200.00 into maintenance account for Fire Truck.

Explain specifically why additional funds are needed in the receiving account:

Maintenance service is required on Fire Truck.

Required Signatures

Requestor		3/8/2019
Cost Center Manager		3/8/2019
Associate Dean (If Applicable)		
Dean (If Applicable)		3/9/2019
Associate Vice President		3/9/2019
Area Vice President		3/18/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: 

AVP of Finance: _____

VP of Business Services:  3/18/19

Entered by: BH183DS 3/19/19

Budget Transfer Form

Dollar Amount	<u>\$600.00</u>	
From what Budget Account	<u>01 - 10600510 - 540100210</u>	Object Code Description <u>Instructional Supplies</u>
To what Budget Account	<u>01 - 10600510 - 530900010</u>	<u>Other Contractual Services</u>
Is this a Grant? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	*If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"	
Grant Accountant?	Include Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The Instructional Supplies line has \$965.04 funds available and it is estimated that no other purchases will be made for the remainder of the fiscal year.

Explain specifically why additional funds are needed in the receiving account:

The Other Contractual Services line is over budget and funds are needed to cover renewal costs for a Survey Monkey account. The purchase amount for renewal is \$276.00.

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Sandra Hernandez</u>	<u>3/8/2019</u>
Cost Center Manager	<small>DocuSigned by:</small> <u>Jaqueline Lynch</u>	<u>3/10/2019</u>
Associate Dean (If Applicable)	_____	
Dean (If Applicable)	<small>DocuSigned by:</small> <u>Jaqueline Lynch</u>	<u>3/10/2019</u>
Associate Vice President	<small>DocuSigned by:</small> <u>Paul Jensen</u>	<u>3/11/2019</u>
Area Vice President	<small>DocuSigned by:</small> <u>Debra Baker</u>	<u>3/11/2019</u>

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: [Signature] 3/12/19

Entered by: B4175 DS 3/13/19

Budget Transfer Form

Dollar Amount \$476.00

From what Budget Account 01 - 10600510 - 550100005 Meeting Expense

To what Budget Account 01 - 10600510 - 540100210 Instructional Supplies

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Include Attachments: Yes [] No []

Rationale:
Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
The Meeting Expense line has \$476.00 funds available. It has been estimated that funds will not be needed for the remainder of this fiscal year.

Explain specifically why additional funds are needed in the receiving account:
Funds are needed to purchase textbooks for curriculum instruction during the current semester. Textbook purchases will amount to approximately \$2,600.00

Required Signatures

Requestor Sandra Hernandez 3/11/19

Cost Center Manager S. Hynes 3/1/19

Associate Dean (If Applicable) _____

Dean (If Applicable) S. Hynes 3/1/19

Associate Vice President Taup 3/1/19

Area Vice President Melba G. Bate 3/1/19

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ MP

AVP of Finance: AO

VP of Business Services: SM 2/4/19

Entered by: B4146 DS 3/5/19

Budget Transfer Form

Dollar Amount

\$848.00

From what Budget Account

01 - 10600510 - 550100010

Object Code Description

Meeting Expense-Prof Dev

To what Budget Account

01 - 10600510 - 540100110

Office Supplies

Is this a Grant?

Yes No

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes [] No []

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The Meeting Expense-Prof Dev line has \$1,748.00 in funds available. It has been estimated that only about \$900.00 will be used for meeting expenses/graduation prior to the end of this fiscal year.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed to purchase office supplies. Office supplies purchases will amount to approximately \$1,000.00.

Required Signatures

Requestor

Sandra Hernandez 3/1/19

Cost Center Manager

Jacqueline Lynch 3/1/19

Associate Dean (If Applicable)

Dean (If Applicable)

Jacqueline Lynch 3/1/19

Associate Vice President

Paul 3/1/19

Area Vice President

Debra F. Bork 3/1/19

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

[Handwritten signature]

Entered by: B4152 DS 3/5/19

Budget Transfer Form

Dollar Amount

\$390.00

From what Budget Account

01 10600510 550100015

Object Code Description

Meeting Expense-Improv Staff

To what Budget Account

01 10600510 540100110

Office Supplies

Is this a Grant?

Yes No

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes [] No []

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The Meeting Expense-Improv Staff line has \$390.00 in funds available. It has been estimated that funds will not be needed for the remainder of this fiscal year.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed to purchase office supplies. Office supplies purchases will amount to approximately \$1000.00.

Required Signatures

Requestor

Jandra Hernandez 3/1/19

Cost Center Manager

Sacquelne Lynch 3/1/19

Associate Dean (If Applicable)

Dean (If Applicable)

Sacquelne Lynch 3/1/19

Associate Vice President

Wilfers 3/1/19

Area Vice President

Debra G. O'Connell 3/1/19

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

(Handwritten initials and signatures)

Entered by: B4153 D.S 3/5/19

Budget Transfer Form

Dollar Amount \$521.00

From what Budget Account 01 - 10600510 - 550200005 Object Code Description Travel-In-State

To what Budget Account 01 - 10600510 - 540100210 Instructional Supplies

Is this a Grant? Yes () No (X) *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? _____ Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 The travel-in-state has \$521.00 funds available. No funds for travel in state will be needed for the remainder of the fiscal year.

Explain specifically why additional funds are needed in the receiving account:
 Funds are needed to purchase textbooks for curriculum instruction during the current semester. Textbook purchases will total to approximately \$2600.

Required Signatures

Requestor DocuSigned by: Norma Villaseñor 2/22/2019

Cost Center Manager DocuSigned by: Saqueline Lynch 2/22/2019

Associate Dean (If Applicable) _____

Dean (If Applicable) DocuSigned by: Saqueline Lynch 2/22/2019

Associate Vice President DocuSigned by: Paul Jensen 2/22/2019

Area Vice President DocuSigned by: Debra Baker 2/22/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: 2/4/19

Entered by: B4148 DS 3/5/19

Budget Transfer Form

Dollar Amount

\$2000.00

From what Budget Account

01 - 10600510 - 550300005

Object Code Description

Travel-Out of State

To what Budget Account

01 - 10600510 - 540100210

Instructional Supplies

Is this a Grant?
Yes () No (X)

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The Travel-Out of State has \$2000.00 funds available. No funds for travel out of state will be needed for the remainder of the fiscal year.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed to purchase textbooks for curriculum instruction during the current semester. Textbook purchases will total to approximately \$2600.00.

Required Signatures

Requestor

DocuSigned by:
Sandra Hernandez 2/22/2019

Cost Center Manager

DocuSigned by:
Jacqueline Lynch 2/22/2019

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:
Jacqueline Lynch 2/22/2019

Associate Vice President

DocuSigned by:
Paul Jensen 2/22/2019

Area Vice President

DocuSigned by:
Debra Baker 2/22/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by: B4154 DS 3/5/19

Budget Transfer Form

Dollar Amount \$7000

From what Budget Account 01 20100510 530900010 **Object Code Description** Other Contractuals

To what Budget Account 01 20100510 540500005 **Object Code Description** Books and Binding

Is this a Grant? Yes No ***If you are submitting a grant transfer, the following statement must appear in the Rationale:**
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? **Include Attachments:** Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The Other Contractuals budget line has funds available, and all FY19 subscriptions and licenses have been secured to ensure the Library is covered through the end of June.

Explain specifically why additional funds are needed in the receiving account:

Additional funds for Books and Binding in the amount of \$7000 are needed for the balance of the fiscal year so the Library can purchase course textbooks for student use.

Required Signatures

Requestor Hilary Meyer 3/5/2019
DocuSigned by: Hilary Meyer

Cost Center Manager Robert Connor 3/6/2019
DocuSigned by: Robert Connor

Associate Dean (If Applicable) _____

Dean (If Applicable) [Signature] 3/6/2019
DocuSigned by: [Signature]

Associate Vice President Jodi Koslow Martin 3/6/2019
DocuSigned by: Jodi Koslow Martin

Area Vice President Jodi Koslow Martin 3/11/2019
DocuSigned by: Jodi Koslow Martin

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

AVP of Finance: _____

VP of Business Services: [Signature] 2/13/19

Entered by: B4174 DS 3/13/19

Budget Transfer Form

Dollar Amount \$173

From what Budget Account 01 20100510 540100110 **Object Code Description** office Supplies

To what Budget Account 01 20100510 550200005 **Object Code Description** Travel-In-State

Is this a Grant?
 Yes () No (X) ***If you are submitting a grant transfer, the following statement must appear in the Rationale:**
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? **Include Attachments:** Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The office supplies budget line has over \$9000 available, and final supply orders have been submitted to ensure the Library is covered through the end of June.

Explain specifically why additional funds are needed in the receiving account:

Additional funds for in-state travel in the amount of \$173 are needed for the balance of the fiscal year to cover mileage for Library staff to travel to industry meetings.

Required Signatures

Requestor Hilary Meyer 3/5/2019
DocuSigned by: C78AE777FB642D

Cost Center Manager Robert Connor 3/6/2019
DocuSigned by: EC3D5807853D402

Associate Dean (If Applicable) _____

Dean (If Applicable) [Signature] 3/6/2019
DocuSigned by: C78AE777FB642D

Associate Vice President Jodi Koslow Martin 3/11/2019
DocuSigned by: 7F70BB84B4E4FC

Area Vice President Jodi Koslow Martin 3/11/2019
DocuSigned by: 7F70BB84B4E4FC

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

AVP of Finance: _____

VP of Business Services: [Signature] 3/13/19

Entered by: B4173 DS8/13/19

Budget Transfer Form

Dollar Amount \$6000.00

From what Budget Account 01 80100535 530900010 **Object Code Description** Other Contractual

To what Budget Account 01 80100535 550300005 **Object Code Description** Out of State Travel

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The are no other independent contracts scheduled for this fiscal year.

Explain specifically why additional funds are needed in the receiving account:

Out of state travel has been planned for the remainder of the fiscal year and this budget transfer will be sufficient to cover those projected expenses.

Required Signatures

Requestor Debra McDonald 2/21/2019

Cost Center Manager Derrell Carter 2/21/2019

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Debra Baker 2/21/2019

Area Vice President Mary-Rita Moore 3/15/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: ML

AVP of Finance: Q

VP of Business Services: lan 3/20/19

Entered by: B4186 DS 3/21/19

Budget Transfer Form

Dollar Amount

\$60,212.00

Object Code Description

From what Budget Account

02 70600510 570100000

Utilities - Gas

To what Budget Account

02 70100510 530300010

Building Operatio 1 - Architectural Services

Is this a Grant?
Yes () No (X)

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Natural Gas Costs have been lower than anticipated this Fiscal Year.

Explain specifically why additional funds are needed in the receiving account:

There have been additional Architectural Service needs associated with the addition of multiple unplanned projects.

Required Signatures

Requestor

DocuSigned by:
John Lambert 3/11/2019

Cost Center Manager

DocuSigned by:
John Lambert 3/11/2019

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:
Garrick Abeytarian 3/13/2019

Area Vice President

DocuSigned by:
Sean Sullivan 3/13/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: *Sean* 3/14/19

Entered by: *B4177 DS* 3/14/19

Budget Transfer Form

Dollar Amount \$300.00

From what Budget Account 02 70600510 57010000 **Object Code Description** Utilities - Gas

To what Budget Account 02 70300510 54020010 copier

Is this a Grant? Yes () No (X) *If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Include Attachments: Yes () No (X)

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Gas Expenses have been lower than anticipated this Fiscal Year.

Explain specifically why additional funds are needed in the receiving account:
 There was more printing and copying services provided through Marketing than anticipated and budgeted for this Fiscal Year.

Required Signatures

Requestor DocuSigned by: John Lambredit 3/13/2019

Cost Center Manager DocuSigned by: John Lambredit 3/18/2019

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Garrick Abregian 3/20/2019

Area Vice President DocuSigned by: Sean Sullivan 3/20/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: 3/21/19

Entered by: B4187 DS 3/21/19

Budget Transfer Form

Dollar Amount \$31,211.00

From what Budget Account 03 - 70301016 - 580400005 **Object Code Description** LS FY16 CCTV PH5 : Building Remodeling >50K

To what Budget Account 03 - 70301016 - 530900010 **Object Code Description** LS FY16 CCTV PH5 - Other Contractual Services

Is this a Grant? Yes [] No [X] *If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? _____ Include Attachments: Yes [] No [X]

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

There is less money needed in LS FY16 CCTV PH5 : Building Remodeling >50K this Fiscal Year.

Explain specifically why additional funds are needed in the receiving account:

The expenditure is being moved to a non-capital account; B0004947 voucher 114553 suburban Door and Lock Service Inc. Also, the budget transfer funds Voucher 108661, 109724, and 112,682 to Broadway electric for services below the capitalization threshold.

Required Signatures

Requestor Danielle Stephens 1/29/2019

Cost Center Manager John Lambert 1/29/2019

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Garrick Abeghian 2/4/2019

Area Vice President Sean Sullivan 2/21/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: 3/4/19

Entered by: B4150 DS 3/5/19

Budget Transfer Form

Dollar Amount \$548.00

From what Budget Account 05 60401030 590200000 Object Code Description Women's Basketball Scholarships

To what Budget Account 05 60401030 530900010 Object Code Description Women's Basketball Other Contractual

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? _____ Include Attachments: Yes No

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 After spring semester student-athlete tuition waivers are paid, additional funds remain available.

Explain specifically why additional funds are needed in the receiving account:
 More funds needed to pay for the women's basketball officials assigner and one official for the season.

Required Signatures

Requestor DocuSigned by: Harry McGinnis 3/7/2019

Cost Center Manager DocuSigned by: Harry McGinnis 3/7/2019

Associate Dean (if Applicable) _____

Dean (if Applicable) DocuSigned by: Debbie Bannister 3/7/2019

Associate Vice President DocuSigned by: Garrick Abguthian 3/13/2019

Area Vice President DocuSigned by: Jodi Koolow-Martin 3/18/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: [Signature] 3/29/19

Entered by: B4184DS 3/20/19

Budget Transfer Form

Dollar Amount \$4903.28

From what Budget Account 06 - 10300501 - 540900505 Object Code Description ENT-PERKINS : Other Materials & Supplies

To what Budget Account 06 - 10300501 - 580600005 Object Code Description ENT-PERKINS : Equipment - Instructional >5K

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Robert Mungerson Include Attachments: Yes No 

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Per page two of attachment on signed FY19 Perkins Budget Modification Request:

New Activity 4.C.5 has been completed, however remaining funds are available to engage in a new activity. The activity is purchase of a CNC Plasma table, to be used by students for making parts to be welded.

This is an allowable transfer under the Carl D. Perkins Grant guidelines. ICCB approved the purchase over \$3,000.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed in the receiving account to purchase a piece of equipment over 5K (CNCS plasma) for the Welding program. Additional funding is needed to make the full purchase.

This activity is already budgeted in equipment as far as Perkins is concerned. We need the clarification to be made under the Triton budget line item distinctions we use to have the funds under ENT-Perkins: Equipment - Instructional >5K.

Required Signatures

Requestor Antigone Sharris 12/8/2018

Cost Center Manager Antigone Sharris 12/8/2018

Associate Dean (If Applicable) _____

Dean (If Applicable) Henry Bolleke 2/5/2019

Associate Vice President Paul Jensen 2/5/2019

Area Vice President Debra Baker 2/5/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

AVP of Finance: _____

VP of Business Services: [Signature] 2/21/19

Entered by: B4158 DS3/6/19

Budget Transfer Form

Dollar Amount \$4,622.50

From what Budget Account 06 - 10300520 - 560600010 Object Code Description Leased Software

To what Budget Account 06 - 10300520 - 540900505 Object Code Description Other Materials & Supplies

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

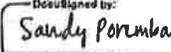
 Grant Accountant? Robert Mungerson Include Attachments: Yes No

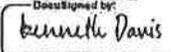
Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 All leased software has been purchased and money is needed in other Material & Supplies to complete the purchase of req. #27711. No more money is needed in Leased Software.

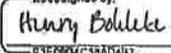
Explain specifically why additional funds are needed in the receiving account:
 Money is needed to complete the purchase of Miscellaneous Supplies for the Auto Tech Program, there isn't enough money in Other Materials & Supplies to complete the purchases.

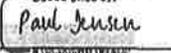
Required Signatures

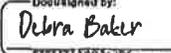
Requestor  3/12/2019

Cost Center Manager  3/12/2019

Associate Dean (If Applicable) _____

Dean (If Applicable)  3/13/2019

Associate Vice President  3/13/2019

Area Vice President  3/14/2019

BUSINESS OFFICE APPROVALS

Grant Accountant:  _____

Asst. Director of Finance _____

Exec. Director of Finance:  _____

AVP of Finance:  _____

VP of Business Services:  3/21/19

Entered by: B4188 DS3/21/19

Budget Transfer Form

Dollar Amount \$1050.93

From what Budget Account 06 10300520 580600005 **Object Code Description** Equip. >5K

To what Budget Account 06 10300520 540900505 **Object Code Description** Other Materials and Supplies

Is this a Grant? ***If you are submitting a grant transfer, the following statement must appear in the Rationale:**
 Yes No **"This is an allowable transfer under the (name of grant) guidelines"**

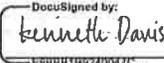
 **Grant Accountant?** Robert Mungerson **Include Attachments:** Yes No

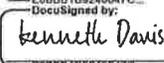
Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Please transfer \$1050.93 from 06-10300520-580600005 Equip. >5K into 06-10300520-540900505 Other Materials and Supplies. Funds were originally allocated in Equip. >5K, however the funds are needed in Other Materials and Supplies to cover needed secure storage solution for purchased tooling.

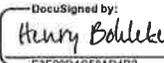
Explain specifically why additional funds are needed in the receiving account:
 Funds in Equip. >5K line were overestimated in original cost.
 This is an allowable transfer under current grant guidelines.

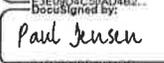
Required Signatures

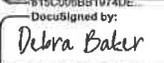
Requestor  2/21/2019
DocuSigned by: Kenneth Davis
E688B1B240047C

Cost Center Manager  2/21/2019
DocuSigned by: Kenneth Davis
E688B1B240047C

Associate Dean (If Applicable) _____

Dean (If Applicable)  3/4/2019
DocuSigned by: Henry Bolleke
E3E904C59AD482

Associate Vice President  3/4/2019
DocuSigned by: Paul Jensen
815C00BB9174DE

Area Vice President  3/7/2019
DocuSigned by: Debra Baker
930517A3CD2A4D5

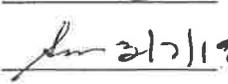
BUSINESS OFFICE APPROVALS

Grant Accountant: 

Asst. Director of Finance _____

Exec. Director of Finance: 

AVP of Finance: _____

VP of Business Services:  2/7/19

Entered by: B41166 DS 3/8/19

Budget Transfer Form

Dollar Amount \$68,000

From what Budget Account 06 - 10900525 - 540901005 **Object Code Description** Tech Fee, Computer Equipment <5K

To what Budget Account 06 - 10900525 - 530900010 **Object Code Description** Tech Fee Other Contractual Services

Is this a Grant? Yes () No (X) ***If you are submitting a grant transfer, the following statement must appear in the Rationale:**
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? **Include Attachments:** Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
The funds are not needed for anymore hardware this fiscal year.

Explain specifically why additional funds are needed in the receiving account:
The funds are needed in contractual services for hosting the Triton College website.

Required Signatures

Requestor DocuSigned by: Sara Bodzowski 3/26/2019

Cost Center Manager DocuSigned by: Michael Garrity 3/27/2019

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Michael Garrity 3/27/2019

Area Vice President DocuSigned by: Sean Sullivan 3/27/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: [Signature]

Exec. Director of Finance: _____

AVP of Finance: [Signature]

VP of Business Services: [Signature] 3/28/19

Entered by: B4195 DS 3/28/19

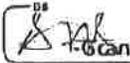
Budget Transfer Form

Dollar Amount \$170.00

From what Budget Account 06 - 30805001 - 550200005 **Object Code Description** Travel - In State

To what Budget Account 06 - 30805001 - 540900505 **Object Code Description** Other Materials & Supplies

Is this a Grant? Yes (X) No () *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

 Grant Accountant? Susan Zefeldt Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The Travel-In State line has \$1057.15 in funds available. It is estimated that only about \$442 will be used for the remainder of the fiscal year.

Per Grant Accountant, Susan Zefeldt, this is an allowable transfer under the guidelines of the Adult Volunteer Literacy Grant.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed in the Other Materials & Supplies line to cover costs for book purchases. The total purchase amount will be \$170.00.

Required Signatures

Requestor

DocuSigned by:
Sandra Hernandez 3/14/2019

Cost Center Manager

DocuSigned by:
Jacqueline Lynch 3/14/2019

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:
Jacqueline Lynch 3/14/2019

Associate Vice President

DocuSigned by:
Paul Jensen 3/14/2019

Area Vice President

DocuSigned by:
Debra Baker 3/14/2019

BUSINESS OFFICE APPROVALS

Grant Accountant:  3/18/19

Asst. Director of Finance: _____

Exec. Director of Finance: 

AVP of Finance: 

VP of Business Services:  3/14/19

Entered by: B4182 DS 3/19/19

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

Meeting of April 16, 2019

ACTION EXHIBIT NO. 16261

**SUBJECT: EXTENSION OF INTERGOVERNMENTAL COOPERATIVE
AGREEMENT WITH WEST CENTRAL MUNICIPAL CONFERENCE**

RECOMMENDATION: That the Board of Trustees extend the Cooperative Agreement with West Central Municipal Conference (WCMC) and West Cook County Solid Waste Agency for an additional 5-year term. Previously approved 6/18/13. The new Agreement will extend the term through December 31, 2023. The waiver of fees is equivalent to \$2,250 per month. There is no special cost to Triton College.

RATIONALE: On 9/26/06, Triton & WCMC entered into an Intergovernmental Agreement to provide office space to WCMC and the opportunity to collaborate in the development and delivery of training programs to meet the needs of WCMC members. The WCMC municipalities include Bellwood, Berkeley, Berwyn, Broadview, Brookfield, Brookfield Zoo, Cicero, Countryside, Elmwood Park, Forest Park, Forest View, Franklin Park, Harwood Heights, Hillside, Hodgkins, Indian Head Park, LaGrange, Lyons, Lyons Township, Maywood, McCook, Melrose Park, Norridge, North Riverside, Northlake, Oak Park, River Forest, River Grove, Riverside, Rosemont, Schiller Park, Stickney, Stone Park, Summit, Westchester, Western Springs, and Willow Springs.

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

Board Officers' Signatures Required:

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

Related forms requiring signature: Yes X No

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
Between
Triton College and West Central Municipal Conference

This agreement (hereinafter the “Agreement”), made by and between Community College District 504, commonly known as Triton College (hereinafter “the College”) and West Central Municipal Conference and West Cook County Solid waste Agency (hereinafter “WCMC”).

Whereas, it is the desire of WCMC to run its operations, programs and services utilizing the facilities at the college.

Whereas, the College is willing to make its facilities available to WCMC for the member municipalities in West Cook County.

In consideration of the promises and agreements hereinafter set forth the College and WCMC (hereinafter referred to collectively as the “Parties”) agree as follows:

1. GENERAL REQUIREMENTS

- A. This Agreement is for the sole and limited purpose of providing facilities, as defined herein, to WCMC
- B. Nothing herein shall be deemed to create any employee-employer relationship between the College and WCMC staff, and WCMC staff are not to be considered as employees of the College for any purpose, and are not entitled to any of the benefits that accrue to or are provided by the College to its employees.
- C. Nothing herein shall be deemed to create any employee-employer relationship between WCMC and the College’s employees. The College’s employees are not to be considered as employees of the WCMC for any purpose, and are not to be considered as employees of WCMC for any purpose, and are not entitled to any of the benefits that accrue or are provided by WCMC to its’ employees.

- D. The Parties shall not discriminate on the basis of the race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as protected or prohibited by federal, state or local law, rule or regulation.
- E. The Parties shall maintain in force for the duration of this Agreement comprehensive liability insurance providing coverage against all claims, demands, loss of judgment arising out of any omission of the agents, employees, and students of the parties. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate.
- F. WCMC agrees to hold harmless and indemnify the College, its' officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the College, its' officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of WCMC, its' officers, agents, students, faculty or employees, under this Agreement.
- G. The College agrees to hold harmless and indemnify WCMC against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against WCMC, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the College, its' officers, agents, students, faculty or employees under this Agreement.

II. WCMC RESPONSIBILITIES

WCMC shall:

- A. Abide by all College policies and procedures incorporated by reference herein, during the term of the Agreement; and
- B. Maintain total responsibility for staff and its' members at no cost or expense to the College; and
- C. Certify that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105; and
- D. If WCMC has more than twenty-five (25) employees, WCMC certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act 30 ILCS 580/1 et. Seq.; and

- E. Collaborate with the college in the development and delivery of training programs designed to meet the needs of its' members; and
- F. WCMC may renovate space provided on College property to meet their need; however, renovation plans must be approved in writing by an authorized representative of the College at least four (4) weeks prior to any construction and remodeling. WCMC is responsible for all costs of construction and remodeling and will be responsible for returning space to the College in the same condition it was tendered, unless the College informs WCMC in writing the WCMC shall leave all construction improvements in place.
- G. WCMC shall designate a member of its' staff to serve as a liaison to this Agreement, and shall provide the College the liaison's contact information at least four (4) weeks prior to the Agreement's commencement.

III. COLLEGE RESPONSIBILITIES

The College shall:

- A. Provide facilities in the "N" building located on the Triton campus and outlined in Appendix A for the purpose of office operations and meeting/training facilities for its' members; and
- B. Allow WCMC staff to use the open labs located at the College with same availability as all other College community members; and
- C. Allow WCMC staff and its' members access to the Career Services Job postings with availability as all other College community members; and
- D. Designate two (2) parking spaces to the south of the entrance dedicated for WCMC use; and
- E. Collaborate with WCMC in the development and delivery of training programs designed to meet the WCMC needs.
- F. The College shall designate a member of its' staff to serve as a liaison to this Agreement, and shall provide the WCMC the liaison's contact information prior to the Agreement's commencement.

IV. JOINT RESPONSIBILITIES

Both Parties to the Agreement shall:

- A. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Programs.
- B. Protect the privacy of all personal information in a manner consistent with applicable federal and state laws and regulations.

V. **ADDITIONAL TERMS**

It is further agreed by the Parties that:

- A. This Agreement shall commence upon execution of the Agreement by duly authorized officers of the Parties hereto and shall be for a term of five (5) years. The term shall commence on January 1, 2019.
- B. Either Party may terminate the Agreement upon written notice as stated herein ninety (90) days in advance of the termination date.
- C. In the event that said insurance coverage lapses or fails to conform to the requirements as stated herein, and such nonconformity continues for thirtydays, this Agreement shall automatically terminate. The terms and conditions of this Agreement may be amended or deleted and new provisions may be added from time to time upon written agreement between authorized representatives of the Parties. This writing shall constitute the sole agreement between the Parties.
- D. This Agreement is executed by an authorized representative of the College in the representative's official capacity and the representative shall have no personal liability under the Agreement. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of the Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.
- E. WCMC represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its' obligations.
- F. WCMC assumes full responsibility for the payment of all federal, state, and local taxes incurred by WCMC as a result of this Agreement.
- G. Notice required to be sent hereunder shall be sent by prepaid registered or certified mail, return requested, and shall be effective upon delivery.

If to the College:

Sean Sullivan
Vice President, Business Administration
Triton College
2000 Fifth Avenue
River Grove, IL 60171

CC: Kuser & Raucci Chartered
33 North Dearborn
Suite 1500
Chicago, IL 60602

If to the WCMC:

Mr. Richard F. Pellegrino
Executive Director
West Central Municipal Conference
2000 Fifth Avenue, Building N
River Grove, IL 601701

K. Time is of the essence of this Agreement.

FOR AFFILIATE:

Name: Richard F. Pellegrino
Title: Executive Director

Date

FOR COLLEGE:

Name: Mark R. Stephens
Title: Chairman, Board of Trustees

April 16, 2019

Date



CAMPUS PLAN

2000 FIFTH AVENUE
RIVER GROVE, IL 60171





Crowe LLP
Independent Member Crowe Global
One Mid America Plaza, Suite 700
Post Office Box 3697
Oak Brook, Illinois 60522-3697
Tel +1 630 574 7878
Fax +1 630 574 1608
www.crowe.com

April 16, 2019

To the President and Board of Trustees
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Triton College ("the College" or "you", "your" or "Entity" or "Client") for the years ending June 30, 2019 through 2023. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein. The fees quoted below are applicable for each of the five (5) years, while the terms may vary for each annual term. A separate Engagement Letter similar to this shall be required for each year of the engagement.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements and the related notes to the financial statements, which collectively comprise the basic financial statements of the College for the periods indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Special reports section information included in schedules 1 through 5
- Schedule of Expenditures of Federal Awards

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Schedule of Changes in Net OPEB Liability and Related Ratios
- Schedule of Net OPEB Liability
- Schedule of the College's Proportionate Share of the Net Pension Liability
- Schedule of Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Introductory Section of the Comprehensive Annual Financial Report
- Statistical Section of the Comprehensive Annual Financial Report

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with Federal statutes, regulations, and the terms and conditions of Federal awards and on its internal controls as required for a Single Audit. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the College's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the College's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the financial statements. Our report will be addressed to the Board of Trustees of the College. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the College's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.
- The Certification of Chargeback Reimbursement which will be subjected to the auditing procedures applied in our audit of the basic financial statements.
- Reports on compliance with State of Illinois requirements in accordance with ICCB's *Fiscal Management Manual*.
- Report on the Schedule of Enrollment Data and Other Bases Upon Which Claims Were Filed in accordance with ICCB's *Fiscal Management Manual*.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any deficiencies or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. The objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the College only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information. However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter along with the related letter of comment and response thereto.

The College's Responsibilities

The College's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. The College's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, safeguard assets, and design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the College from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the College, and their knowledge of any fraud or suspected fraud affecting the College.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements and to compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of management's representations to an effective audit, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the College of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

OTHER SERVICES

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the College. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

FEES

Our fees, including out-of-pocket expenses and certain internal technology charges, are outlined below. Certain internal technology charges will be billed per hour of professional time or at a flat fee. Internal technology charges reflect our estimate of the costs for technology and related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Audit of financial statements for the year ending June 30, 2019	\$ 96,800
Audit of financial statements for the year ending June 30, 2020	\$ 96,800
Audit of financial statements for the year ending June 30, 2021	\$ 99,200
Audit of financial statements for the year ending June 30, 2022	\$ 101,200
Audit of financial statements for the year ending June 30, 2023	\$ 103,000

Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transactions
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- Agreed-upon level of preparation and assistance from your personnel not provided
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate College personnel during audit fieldwork.
- Assumes Student Financial Aid as the one major program.

Additionally, to accommodate requests to reschedule audit fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed-upon deadlines could be impacted.

Our fee assumes that we will be provided with auditable trial balances for all funds at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that interfund and transfer accounts will balance, that subsidiary ledgers will reconcile to the general ledger and that beginning fund equity amounts will be reconcilable to prior year audited ending fund equity. We assume that the College will cooperate with our requests for information such as explanations of account activity.

Additionally, we assume the College will provide a copy of the capital assets ledger including current year additions and dispositions and depreciation by functional expense. We assume that requested records such as invoices, contracts, grant agreements and supporting documentation will be located and provided to us. We also assume the College will prepare confirmation letters, the Introductory Section, the MD&A section and the Statistical section of the report.

Our fee does not include implementation of any other future accounting or auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the College or required by State or Federal regulations.

President and Board of Trustees
Triton College
April 16, 2019
Page 7

When we become aware of circumstances which impact the amount or scheduling of our work, we will issue, for your approval, a formal change order detailing the reason and the anticipated impact of the change.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Report.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. The agreements of the parties contained in this Agreement will survive the completion or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties, in their official capacities only. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms, which are incorporated by reference herein, are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Triton College and Crowe have duly executed this engagement letter effective the date first written above.

TRITON COLLEGE

CROWE LLP

Signature

Christine Torres

Signature

Mark Stephens
Printed Name

Christine Torres
Printed Name

Board Chairman
Title

Partner
Title

Date

April 16, 2019
Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

EMPLOYEE CONDUCT - Crowe shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Crowe certifies that it is an equal opportunity employer, that it maintains a written sexual harassment policy, and provides a Drug Free Workplace in compliance with applicable law.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement, as agreed in writing, or as required by law, rule or regulation, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including for financial institution clients the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with

EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR. Crowe will reasonably cooperate with Client in responding to or addressing any request from a data subject, a supervisory authority with jurisdiction, or the Client, to the extent necessary to enable Client to comply with its obligations under GDPR as the Data Controller. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time at Crowe's then-current hourly rates. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any data subject request or other act that is required to be performed by Crowe as the Data Processor on behalf of Client as the Data Controller. Crowe shall promptly delete or procure the deletion of any EU Personal Data after the cessation of any Services involving the processing of Client's EU Personal Data. Notwithstanding the forgoing, Crowe may retain a copy of the EU Personal Data as permitted by applicable law or professional standards, provided that such EU Personal Data remain subject to the terms of this Agreement.

INTELLECTUAL PROPERTY – Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses ("Materials") in performing the Services. Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in providing the Services, but not in the Client information reflected in them. Upon payment for Services and subject to the other terms of this Agreement, Client will use Reports, as well as any Materials therein, only to the extent necessary and permitted under this Agreement.

AGGREGATED DATA – Client hereby acknowledges and agrees that Crowe may aggregate Client content and data with content and data from other clients ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Crowe will scrub the content and data so that Client sensitive information is not disclosed and so that all data is anonymized. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of either party will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if the party had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with gross negligence or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any

claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party arising from the actions of Client, except where it is judicially determined that Crowe performed Services with gross negligence or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

Client, as an entity and on behalf of its employees, agents, and students, claims to be able to assert any and all governmental immunity as may be established by or set forth under applicable Federal or Illinois law, rule or regulation.

Crowe agrees to hold harmless and indemnify Client, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Client, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, to the extent caused by the reckless or intentionally wrongful acts or omissions of Crowe, its officers, agents or employees, under this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY IN THE COURTS LOCATED IN COOK COUNTY, ILLINOIS.

NON-SOLICITATION – Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

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

Meeting of April 16, 2019

ACTION EXHIBIT NO. 16263

SUBJECT: EPISERVER HOSTING AGREEMENT

RECOMMENDATION: That the Board of Trustees approve a hosting Agreement with Episerver for the Triton College website. The Agreement will run from April 17, 2019 thru June 30, 2020 and renew annually unless terminated in writing three (3) months prior to the end of the subscription. There is no additional fee for the coverage from April through June of 2019. The Agreement will cost \$50,463.60 for the annual license/hosting and \$8,000 for a one time migration fee for a total cost of \$58,463.60.

RATIONALE: Moving from hosting with Websolutions to Episerver will benefit Triton College by providing a hosted development and staging environment as well as a production website. Along with hosting, Episerver will maintain software updates moving forward at no additional cost, while Triton's current hosting partner quoted an additional \$39,600 annually for maintaining such updates.

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

Board Officers' Signatures Required:-

Mark R. Stephens **Diane Viverito** **Date**
Chairman **Secretary**

Related forms requiring signature: Yes X No ____

Episerver Master Services Agreement

This Master Services Agreement is made and entered into between Episerver, Inc. a Delaware corporation with a principal place of business at 542A Amherst Street, Nashua, NH 03063, United States of America (hereinafter "Episerver"); and

Customer Details	Triton College (hereinafter "Customer") 2000 5 th Ave River Grove, IL 60171 United States of America	Billing Contact Name: Michael Garrity Telephone: +1 708 456 0300 x3684 Email: michaelgarrity@triton.edu	Technical Contact Name: Michael Garrity Telephone: +1 708 456 0300 x3684 Email: michaelgarrity@triton.edu
Additional Purchase Order Info-	Customer's Purchase Order ("P.O.") Requirements for Invoicing Purposes (SELECT ONE OF THE BELOW OPTIONS) - <input type="checkbox"/> Customer's P.O. is attached to this Master Services Agreement <input type="checkbox"/> Customer's P.O. is required, will be generated by Customer, and sent to Episerver <input type="checkbox"/> Customer's P.O. is NOT required for the Order(s) and/or SOW(s) set forth in this Master Services Agreement; Customer is authorized to make payment based solely on the terms of this Master Services Agreement.		

Episerver and Customer are individually referred to as a "Party" and collectively as the "Parties". This Episerver Master Services Agreement, including all orders, appendices and references, serves as the terms and conditions for an agreement between the Parties' understanding regarding the Subscription and shall take precedence over any different or additional terms of any P.O. or other non-Episerver ordering document, and no terms included in any such P.O. or other non-Episerver ordering document shall apply to the Subscription. If there is a conflict between this Agreement and an Order, the terms of the Order control.

1. Order Form ("Order(s)")

Episerver agrees to provide Customer and its Affiliates ("Customer") the Software Services(s) as part of the Subscription for the term specified below expressly set forth below and in any separate Order(s) entered into by the Parties. This Section 1 constitutes the initial Order.

1.1. Initial Order of Software Service(s) for the Subscription -

Usage Terms & Rights				
SKU Detail	Qty	Description	Price (USD)	Initial Subscription Term
CLGR2; CLGR2-PVPP	1	Episerver Digital Experience Cloud (DXC) Service - Group <i>Inclusions:</i> - CMS - Find - Azure Cloud Security - Elastic Scalability - CDN - DDOS Mitigation - 24/7 monitoring	\$50,463.60 / year	From and including the Effective Date through 30 June 2020.
ESECA	1	Episerver Digital Experience Cloud Accelerator	\$8,000 (onetime fee)	40 hours
Total Price (USD)			Total for Software Service(s): \$50,463.60 / year Total for Accelerator(s): \$8,000 (one-time fee)	
General Usage Summary	Pageviews per Year (PPY): 4,000,000 PPY SLA: 99.7% Transactional Emails: 10,000 / month		DXC Environments (per Service Instance): 3 DXC Connectors: 0 Find Languages: 10 Find Indexes: 3 (1 per Environment)	
Overage Terms & Price				
SKU Detail	Description		Price (USD)	
CLGR2-PVOVR	Overage Pageviews (OPV)		Additional 25,000 OPV: \$280 / month	
CLGR2-EML-OVR	Transactional Emails		Additional 25,000 emails: \$50 / month	
Special Conditions				
Press Releases: Upon execution of this Agreement, Episerver may request inclusion of Customer's name and logo in Episerver's published customer list, website and collateral, or press release, subject to Customer's authorized agent providing written approval.				
Pricing Expiration: The pricing for the Software Service(s) provided herein is valid through 30 April 2019.				



2. Definitions

- 2.1. "Accelerator" means an hour limited service which provides Customer with a technical overview for configuration and development within the cloud; initial cloud implementation support; and a pre-launch checklist.
- 2.2. "Affiliate" means any entity that controls, is controlled by, or is under common control of either Party to this Agreement. The term "control" shall mean the power or authority to direct influence over the operations of an entity, as indicated by the holding of a majority share of the voting stock of such entity.
- 2.3. "Confidential Information" means any proprietary and confidential information provided to either Party under this Agreement, except as may be required by law to be disclosed.
- 2.4. "Contract Year" means the one (1) year period from and including a specified date within the Order, or if no date given, the Effective Date or any anniversary thereof.
- 2.5. "Digital Experience Cloud" or "DXC" means Episerver's cloud-based Software Service(s) which provides online digital content management, eCommerce and/or supporting technology or platforms, including but not limited to Episerver CMS™, Commerce™, and Find™, where such DXC Software Service(s) are identified in the Order(s).
- 2.6. "DXC Environment" means the necessary infrastructure and components required to serve Websites from one DXC Service Instance. An Episerver Environment includes the use of one (1) Microsoft Azure™ web app, access to one (1) Azure SQL database, one (1) Azure Blob Storage, one (1) Episerver Find™ index. Environments for Commerce packages include one (1) additional Microsoft Azure™ web app and access to one (1) additional Azure SQL database.
- 2.7. "DXC Service Instance" means an instance of an Episerver Software Service, which includes one (1) code base of the Episerver Software Service, a number Environments, as well as the requisite infrastructure, components, and managed services required to run the Software Service in a Region. Additional languages, index(es) and DXH connectors purchased by Customer shall be replicated across all Service Instances for that Software Service. If multiple Service Instances are purchased the Usage Terms and Rights and Overage Terms and Price in all orders shall be measured in aggregate.
- 2.8. "Overage Pageviews ("OPV")" means the amount of pageviews generated and/or tracked through use of all Software Services after exceeding Usage Terms and Rights PPY, and is measured, charged and invoiced on a monthly basis, in arrears.
- 2.9. "Overage Terms and Price" means the incremental increase of usage rights, parameters and pricing to Customer provided by Episerver on a monthly or Contract Year basis after exceeding the Usage Terms and Rights of the Subscription.
- 2.10. "Pageviews Per Year ("PPY")" means the amount of pageviews generated and/or tracked through use of all Software Services in the Subscription per Contract Year. A pageview is defined as a view of a page on Customer Websites site that is being provided by the Software Service(s). If a user clicks reload after reaching the page, this is counted as an additional pageview. If a user navigates to a different page and then returns to the original page, a second pageview is recorded.
- 2.11. "Service Level Agreement ("SLA")" means the level of service provided by Episerver to Customer for the Software Service(s), which may define availability, operational information, third-party providers and additional responsibilities of Parties.
- 2.12. "Software Service(s)" means the cloud-based software services provided by Episerver to Customer as defined in an Order as part of Customer's Subscription, each subject to the applicable EUSA. Personalization and Campaign Software Services are subject to additional terms and conditions, as defined in Section 3.1 of the Agreement.
- 2.13. "Stock Keeping Unit ("SKU")" means items entered into the Subscription catalog subsystem(s). SKUs only apply to Software Services with commerce capabilities and are used as part of a defined coding system used to distinguish individual items across a customer's systems (ERP, accounting, warehousing, ecommerce, point-of-sale etc.). SKU usage is based on the highest total of SKU items stored in the Subscription per Contract Year.
- 2.14. "Subscription" means all Software Service(s) specified in any Order(s) to be made available pursuant to the terms and conditions of this Agreement by Episerver to Customer during the term of this Agreement. Unless otherwise specified, PPY, OPV (if applicable), SKUs (if applicable), and Transactional Emails will be measured in aggregate towards Usage Terms and Rights and Overage Terms and Price across the Subscription and all Software Service(s) purchased by Customer.
- 2.15. "Transactional Email" means emails Customer sends through the Subscription included with Software Service(s), excluding emails generated and sent from Campaign Software Services.
- 2.16. "Usage Terms and Rights" means the maximum usage rights Customer shall be provided, measured and charged by Episerver within a Contract Year before Overage Terms and Price apply.
- 2.17. "Website(s)" is a unique collection of content associated with one or more domain names, using the same start page, also defined under the Episerver root node. This can be found under the [CMS] tab, then [Admin], then [Config], then [Manage Websites]. In this view, under [Manage Websites], each Website listed under [Websites] constitutes one (1) Website.

3. Contractual Documents and Priority

- 3.1. The Agreement documents consist of this document and the appendices specified below ("Agreement"). This Agreement shall further serve as a legal framework for future additional Software Service(s) or Service Instance(s) to be added to the Subscription as may be agreed between the Parties from time to time, which the Parties will agree upon through a mutually signed Order. Unless otherwise stated in the Order(s), the terms and conditions of the Agreement, including but not limited to the MSA, EUSA, and SLA shall also apply to the new Order(s). If on-premises, local, or non-Episerver hosted Episerver software license(s) are required for this Agreement, Customer must accept and adhere to any applicable license agreements.
- 3.2. Should any conflicting interpretations, definitions or intent arise, the provisions in this document shall have the highest precedence, and the other documents shall have precedence in the order below -
 - 3.2.2 This Master Services Agreement, and subsequent Order(s)
 - 3.2.2 [Episerver End-User Services Agreement \("EUSA"\)](#)
 - 3.2.3 [Episerver Service Level Agreement \("SLA"\)](#)

4. Subscription Term(s)

- 4.1. Initial Subscription Term - The total months stated in each Order (or line item within each Order) from and including a specified date within the Order, or if no date given, the Effective Date (hereby "Initial Subscription Term"), and thereafter will automatically renew on a yearly basis until notice is given by either Party (hereby "Subscription Term"). Written notice for terminating the Agreement for convenience during the Initial Subscription Term may be given by Customer, however the notice period required is no less than three (3) months prior to the end of the Initial Subscription Term. If Customer terminates the Agreement for convenience during the Initial Subscription Term, Customer shall be responsible for payment of any outstanding and remaining fees of the Initial Subscription Term.

- 4.2. **Auto Renewal** – After the Initial Subscription Term, Customer's Subscription, subject to the rights of termination and suspension in this Agreement, will auto-renew for each subsequent Subscription Term on an annual basis, with invoicing and payments for the base Usage Terms and Rights invoiced annually in advance. Such auto-renewal will take effect unless this Agreement is terminated in accordance with the Agreement terms and shall include all Software Service(s) agreed to in the relevant Subscription Term. Written notice for terminating the Agreement for convenience during the Subscription Term may be given by either Party, however the notice period required is three (3) months prior to the end of the then Subscription Term. If Customer terminates the Agreement for convenience during the Subscription Term, Customer shall be responsible for payment of outstanding and remaining fees of the Subscription Term.
- 4.3. **Price Index Adjustment** – Following the Initial Subscription Term, increase of Subscription fees may be adjusted based on the previous Contract Year by the United States Consumer Price Index for All Urban Consumers (CPI-U), in conjunction with the then renewal Subscription Term, provided Episerver gives Customer ninety (90) days' notice of all such change(s) and opportunity within the aforementioned notice period to terminate the Subscription.

5. Fees, Billing, and Payment

- 5.1. Customer shall pay Episerver all fees set forth in the Agreement. Except where otherwise stated in the Agreement, all prepaid fees are non-refundable and non-cancellable. While Software Service(s) fees may be expressed in monthly terms in Section 1, billing, invoice and payments will be done on an annual and in advance basis. If any Software Service(s) fees are incurred through the Overage Terms and Price during the Initial Subscription Term or renewal Subscription Term(s), those will be invoiced on a monthly basis, in arrears. Payment terms are net forty-five (45) days from the issue date of the invoice for all fees herein. Episerver may be required to collect and remit taxes from Customer, unless Customer provides Episerver with a valid tax exemption certificate. Taxes levied against a Party's net income is that responsibility of that Party. As it relates to accounting or audit principles, no acceptance or testing terms and/or conditions shall apply to the Subscription.
- 5.2. If Customer does not pay the undisputed (where such dispute must be genuine in nature) outstanding amount due, within the time set out, Customer shall, in addition to the outstanding amount due, pay penal interest on the overdue amount at the rate of eight percent (8%) per annum above London Interbank Offered Rate (LIBOR) for the US Dollar or the maximum amount provided by law. The payments shall at first hand be offset by the accrued penal interest and only thereafter by the outstanding amount due. Customer's obligation to pay penal interest in accordance with this Section does not in any way limit Episerver's right to suspend the affected Software Service(s) or terminate the Agreement invoking premature termination due to delay of payment for the affected Software Service(s).

6. Termination

- 6.1. **Termination** – Unless otherwise provided in this Agreement, either Party may terminate this Agreement for cause, as to any or all Software Services: (i) upon thirty (30) days' written notice to the other Party of a breach if such breach remains uncured for thirty (30) days following the written notice, or (ii) immediately, if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation, receivership, or assignment for the benefit of creditors or if Customer infringes on Episerver intellectual property rights.
- 6.2. **Effects of Termination** – The following provisions apply if this Agreement expires or is terminated for any reason:
- 6.2.1. **Return of Confidential Information** – Parties shall promptly return or destroy all copies (in whatever form, whether full or partial) of all Confidential Information, which is in a Party's possession or under its control, to the extent permitted by law. Within thirty (30) days after termination, Parties shall provide written confirmation to the other Party that all copies of the Confidential Information have been returned or have been destroyed. Parties shall also implement appropriate measures to safeguard the confidentiality of any intangible Confidential Information which cannot be physically returned or destroyed.
- 6.2.2. **Payments** – Customer shall remain obligated to pay all amounts already owed to Episerver under this Agreement and any related Agreements. All amounts due to Episerver hereunder shall become immediately due and payable upon termination. However, if termination of the Agreement occurs due to Episerver's uncured breach, all pre-paid, unused fees from the date of the termination shall be refunded to Customer.

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

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

Neither Party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each Party certifies that it is an equal opportunity employer.

Each Party certifies that it maintains a written sexual harassment and a drug free workplace in conformance with applicable law.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

By signing this Agreement, Customer places an initial Order for the Subscription identified above and accepts the terms and conditions. The date this Agreement is signed by Episerver shall be deemed to be the effective date ("Effective Date").

Episerver Inc.

Customer:

Signature: _____

Signature: _____

Print name: _____

Print name: **Mark Stephens**

Title: _____

Title: **Board Chairman**

Date and place: _____

Date and place: **April 16, 2019**
Triton College



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

Meeting of April 16, 2019

ACTION EXHIBIT NO. 16264

SUBJECT: PURCHASE OF THREE MILESTONE RECORDING SERVERS

RECOMMENDATION: That the Board of Trustees approve the purchase from Pace Systems of three (3) Milestone CCTV recording servers and additional computer memory. The total cost for servers and memory will be \$56,967.87. The purchase will be funded from Life Safety Funds. \$1,895.29 will be taken from Life Safety FY15, bringing that FY15 account balance to 0. The remaining \$55,072.58 will be taken from Life Safety FY16, bringing that account balance to \$28,923.40.

RATIONALE: Additional storage space is needed to place all existing cameras into a singular storage environment; to accommodate additional cameras into the environment; permit replacement of low resolution cameras with high resolution cameras; and, to maintain video retention for a greater duration than presently available.

Submitted to Board by: Sean Sullivan
Vice President, Sean O'Brien Sullivan

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens	Diane Viverito	Date
Chairman	Secretary	

Related forms requiring signature: Yes ___ No X



Pace Systems, Inc.
 2040 Corporate Lane
 Naperville, Illinois 60563-9691
 United States
<http://www.pace-systems.com>
 (P) 630-395-2200
 (F) 630-395-2250

Quotation (Open)	
Date	Feb 22, 2019 12:29 PM CST
Modified Date	Feb 22, 2019 12:40 PM CST
Doc #	553956 - rev 1 of 1
Description	BCD Milestone Servers
SalesRep	Admin, Pace (P) 630-395-2197
Customer Contact	SZEWCULAK, JOE (P) 708-456-0300

Customer
 TRITON COLLEGE (TRI002)
 SZEWCULAK, JOE
 2000 FIFTH AVE
 RIVER GROVE, IL 60171
 United States

Bill To
 TRITON COLLEGE
 PAYABLE, ACCOUNTS
 2000 FIFTH AVE
 RIVER GROVE, IL 60171
 United States

Ship To
 TRITON COLLEGE
 HANDELING , SHIPPING
 2000 FIFTH AVE
 RIVER GROVE, IL 60171
 United States

Customer PO:	Terms: Net 30 Days	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Milestone Recording Server 96TB Raw 66.8TB usable Raid 6	BCD218-MVRE-8L6P-96T-12	3	\$18,574.13	\$55,722.39
Note: 2U Rackmount 18 Bay Enterprise Milestone Appliance (2) Silver 4116 96TB (2) Xeon Silver 4116 16GB RAM (2) 240GB M.2 SSD (8) 600GB 15K SAS (8) 12TB SAS (2) 1100W PSU Windows Server 2016 5YR NBD KYHD Warranty					
2	8GB RAM for Scalable Processors	BCD-SA-8GB-SC	6	\$207.58	\$1,245.48

Subtotal: \$56,967.87
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$56,967.87

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

Meeting of April 16, 2019

ACTION EXHIBIT NO. 16265

**SUBJECT: “R BUILDING” LOWER LEVEL RUNNING TRACK
DAMAGED FLOORING REPLACEMENT**

RECOMMENDATION: That the Board of Trustees authorize the Vice President of Business Services to expend funds up to \$175,000 to engage the services of TSI Commercial Floor Covering to remove and replace damaged running track flooring in the “R Building” Lower Level Indoor Running Track. The College maintains insurance coverage for such damage and this expense is reimbursable under the insurance policy with a zero dollar deductible.

RATIONALE: The College’s “R Building” Lower Level Indoor Running Track has been damaged since its installation in fall 2018. TSI Commercial Flooring was the original installer of the running track floor. Utilizing TSI Commercial Flooring is necessary to maintain the product warranty.

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

Board Officers’ Signatures Required:

Mark R. Stephens **Diane Viverito** **Date**
Chairman **Secretary**

Related forms requiring signature: Yes _____ No X



8201 W. 183rd Street, Suite G, Tinley Park, IL 60487
 Billing: P.O. Box 7738 Champaign IL 61826
 Phone: 708-864-4072 Fax: 708-263-0159



LIC# 104.016483 IL
 8201 W. 183rd Street, Suite G, Tinley Park, IL 60487
 Billing: P.O. Box 8280 Champaign, IL 61826
 Phone: 708-864-4072 Fax: 708-263-0159

SUBMITTED BY: TSI COMMERCIAL FLOOR COVERING

ESTIMATOR: Nick Baio
 SENIOR ESTIMATOR: Frank Baio

EMAIL: Nick.Baio@tsicfc.com
 EMAIL: Frank.Baio@tsicfc.com

PHONE: 708-864-4069
 PHONE: 708-864-4067

TO: Triton College	DATE: 2-6-2019
ADDRESS:	JOB: Triton College Running Track Repair
ATTENTION John Lambrecht	JOB LOCATION:
FAX:	EMAIL:

Triton Running Track and Outside Perimeter Replacement

- Demo Existing Running Track and Outer Perimeter
- Dumpsters
- Mondo Advanced Sheet Goods Color 1
- Mondo Advanced Sheet Goods Color 2
- Johnsonite 4" Vinyl Cove Base
- Painted Track Lines and Lane Numbers
- Johnonsite Transitions

\$175,000.00

****All floor prep will be addressed after demolition of flooring****

****This number does not include moisture mitigation. Once demo is Completed we will know if moisture barrier has been compromised****

****TSI requests the use of onsite elevator. If this not accessible there may be an additional charge to haul new material to basement level and old material out to dumpster.****

Exclusions: Stair work, Moisture Mitigation, Epoxy Grout, Grout Sealer, Sealed Concrete, Epoxy Flooring Major Floor prep

**ONLY THE WORK AND/OR MATERIALS SPECIFICALLY DESIGNATED ABOVE ARE INCLUDED IN THE PROPOSAL.
 ACCEPTANCE IS LIMITED TO THIRTY (30) DAYS FROM ABOVE DATE.**

SUBMITTED BY: _____ **DATE:** _____

Nick Baio, TSI Commercial Floor Covering

CUSTOMER: _____ **DATE:** _____

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs must be executed upon written orders, and is an extra charge over and above the estimate. It is mutually agreed that all materials and articles furnished hereunder shall remain the property of TSICFC/ACR until all payments specified have been made in full. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Buyer agrees that if collection becomes necessary, full costs of collection, including reasonable attorney or collection fees and costs, shall be paid by buyer in addition to full invoice amount. Remittance due by terms stated above or as specified on invoice.

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

Meeting of April 16, 2019

ACTION EXHIBIT NO. 16266

SUBJECT: CLINICAL AFFILIATE AGREEMENT WITH UROPARTNERS, LLC

RECOMMENDATION: That the Board of Trustees approve the Cooperative Agreement between Uropartners, LLC and Triton College. This Agreement will become effective once both parties have signed. This Agreement will have an initial term of one (1) year and will automatically renew for additional one (1) year terms unless either party provides notice of intent to terminate the Agreement. 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 at that point will be permitted to complete the current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Certified Medical Assistant program to participate in clinical education experiences at Uropartners, LLC. This is Triton's standard Agreement which Uropartners, LLC has accepted without edits.

Submitted to Board by: 
(Vice President) Debra Baker

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens	Diane Viverito	Date
Chairman	Secretary	

Related forms requiring signature: Yes X No _____

**COOPERATIVE AGREEMENT
BETWEEN
UROPARTNERS, LLC,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Uropartners, LLC** hereinafter referred to as “Hospital” and **Triton College**, hereinafter referred to as “Triton”.

In consideration of the mutual promises and agreements hereinafter set forth, Hospital and Triton agree as follows:

I. GENERAL PROVISIONS:

- A. This affiliation is for the sole and limited purpose of providing clinical training in Program to students enrolled at Triton under the auspices of Hospital.
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between Hospital and Triton.
- C. Students or trainees enrolled at Triton who participate in this program at Hospital shall be referred to herein as “students”. Employees of Triton who are involved in the instruction or supervision of the training of the students shall be referred to herein as “faculty”. Nothing herein shall be deemed to create an employee-employer relationship between the students and Hospital or faculty and Hospital, and such students and faculty are not to be considered as employees of Hospital for any purpose, and are not entitled to any of the benefits that accrue to or are provided by Hospital to its employees. Further, none of the benefits of employment at Triton shall accrue to any employee of Hospital, including the accrual of tenure.
- D. No student, faculty or staff will be discriminated against by either party hereto on the basis of sex, race, creed, religion, national origin, age, or disability or any other factor as protected by law, rule or regulation in any aspect of this affiliation.
- E. Triton shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars

(\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Triton will provide proof of insurance to Hospital upon request.

Hospital shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Hospital will provide proof of insurance to Triton upon request.

- F. Hospital agrees to hold harmless and indemnify Triton, its officers, trustees, faculty, employees, agents and students against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, trustees, faculty, employees, agents and students, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Hospital, its officers, agents, faculty or employees, under this Agreement.

Triton agrees to hold harmless and indemnify Hospital against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Hospital, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Triton, its trustees, officers, agents, students, faculty or employees, under this Agreement.

II. HOSPITAL SHALL:

- A. Maintain the standards required for approval and/or accreditation for the educational program(s).
- B. Make available, and permit the use of, the following by Triton faculty and students:
1. Patient care and patient service facilities, clinical areas;
 2. Rooms, or areas, in which groups of students may hold discussions and receive clinical instruction;
 3. Supplies and equipment commonly available for patient care, and sources of information for educational purposes;
 4. Conference room and library.

- C. Provide emergency medical care in cases of accidents occurring on duty; however, all students are solely responsible for their own medical fees.
- D. Designate a member of its staff qualified in Program to serve as coordinator. The coordinator will represent Hospital in matters related to Program.
- E. Provide services of its staff when/where possible on a guest lecturer basis with the mutual agreement of Hospital and Triton.
- F. Assure that students, while performing as such, will not replace members of Hospital staff.

III. TRITON SHALL:

- A. Assume responsibility for any necessary approval by the Illinois Community College Board.
- B. Provide qualified faculty members, who are competent practitioners.
- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with, and with the approval of, the Medical Director of the Department or his/her designated representative.
- D. Be responsible for student grading.
- E. Advise students of the requirement to observe policies, procedures, and other regulations imposed by Hospital in connection with professional conduct and patient welfare. These rules and regulations shall be covered by the immediate supervisor of the students during the first day of clinical study and/or during the orientation. Hospital may resolve any problem situation in favor of the patient's welfare and restrict, limit, or end student involvement until any incident in question can be clarified by Hospital staff and any involved faculty member. Triton shall withdraw, upon recommendation, any student(s) who fail(s) to meet the standards agreed upon.
- F. Make all reasonable efforts to assure that students will be subject to the authority, policies, and regulations of Hospital.
- G. Advise students of the requirement to submit complete physical examination forms, as required by Hospital.
- H. Comply with the removal of a student from Hospital if after a conference it is the reasonable opinion of Hospital that the student's performance or conduct is detrimental to patients or Hospital personnel.

- I. Require students to carry hospitalization insurance.
- J. Require students to maintain current CPR certification

IV. HOSPITAL AND TRITON SHALL:

- A. Jointly develop a clinical instruction guide designed to meet the educational aims of the entire Program curriculum. The clinical instruction guide shall describe the proposed clinical areas, patient care, and patient service facilities to be utilized by Triton.
- B. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Program.

V. IT IS FURTHER AGREED THAT:

- A. The terms and conditions of the Agreement may be amended, deleted, or new provisions added from time to time upon written agreement of the authorized agents of the parties.
- B. This writing shall constitute the sole agreement between the parties.
- C. This Agreement shall commence upon execution by duly authorized officer of the parties hereto, in their official capacities only, and shall have an initial term of one (1) year.
- D. This Agreement will automatically renew for additional one (1) year terms unless either party provides notice of intent to terminate the Agreement as provided herein.
- E. 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. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein.
- F. This Agreement shall be construed under the laws of Illinois. If any provision shall be invalid under such laws, such invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. All disputes shall be resolved in the Circuit Court of Cook County.
- G. Each of the parties hereto, and the individuals executing the Agreement for them, represent to the other party that they have the requisite power and authority to make and enter into this agreement and to perform its

obligations thereunder, and that this agreement does not violate any provisions of the corporate charter or bylaws of any corporate party or any statute, act, or ordinance under which any unincorporated institution party hereto is organized, or violate any agreement or commitment executed or made by any party.

- H. Hospital assumes full responsibility for the payment of all federal, state and local taxes incurred by Hospital as a result of this Agreement.
- I. This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- J. Hospital represents that it possesses all professional or business licenses required by law, if any, and all qualifications and accreditations necessary to fully perform its obligations.
- K. In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- L. Hospital certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- M. If Hospital has more than 25 employees, Hospital certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- N. Time is of the essence of this Agreement.
- O. Notices required to be sent hereunder shall be sent by prepaid registered mail with return receipt requested, and are effective upon receipt.

NOTICES TO HOSPITAL SHALL BE SENT TO:

Uropartners, LLC
675 W North Avenue, Suite 605
Melrose Park, IL 60160
Attn: Claudia Rivera

NOTICES TO TRITON COLLEGE SHALL BE SENT TO:

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:

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

FOR UROPARTNERS, LLC:



TITLE Laurie Bachrach M.D., Partner

DATE 3/18/2019

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

CNC Plasma Table

The following firms have been invited to submit bids for a CNC Plasma Table. An advertisement for bid was placed in the Chicago Tribune-west cook county zone. Immediately after the closing hour for receiving bids which was 1:00 p.m., local time, Tuesday, March 12, 2019 they were publicly opened and read aloud in room A 300. Bids were opened by Nancy Schafer, Purchasing Assistant, and Jim Reynolds, Executive Director of Finance.

COMPANY	NET COST
Lincoln Electric Company 115 E. Crossroads Pkwy Suite A Bolingbrook, IL 60440	\$27,375.72

It is recommended that the Board of Trustees accept the proposal submitted by Lincoln Electric Company in accordance with their low specified bid. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan
Vice President - Business Services

A/C Number	06-10300501-580600005
A/C Name	ENT-Perkins – Equipment
Budget	\$60,891.28
Prev. Expend.	35,529.10
Schedule	25,362.18
Balance	\$0.00

A/C Number	06-40205009-580600005
A/C Name	Dofl IMA IAAC ICATT Equipment
Budget	\$18,000.00
Prev. Expend.	0.00
Schedule	2,013.54
Balance	\$15,986.46

DISTRIBUTION:

B

Memo

To: Jim Reynolds, Executive Director of Finance
 From: Antigone Sharris, Chair & Faculty, Engineering Technology
 CC: Dr. Henry Bohleke, Dean, Technology & Business
 Date: March 14, 2019
 Re: Bid Approval for Plasma CNC

Per bid summary below, the bid award goes to Lincoln Electric, the lowest (only) responding bidder:

Item	Description	Model Number	Price Price
1	Lincoln Electric Torchmate 4400 SYSTEM to include, but not limited to: <ul style="list-style-type: none"> • Complete dual tool cutting area CNC plasma table • 80 amp Plasma Cutter –Cut up to 3/4" Mild Steel • Next Generation Digital Height Control • Magnetic Torch Breakaway • Visual Machine Designer Software and Shape Library • CAD Software • DXF Importer (use with anyCAD) • Integrated Water Table • Touch Screen HMI • Consumable Starter Kit • Technical Phone Support • 2 year complete, single source warranty 	LECS-080-4400-00	\$24,999.00
2	TMCAD Education: Unlimited Student Licenses, Design & Art	TMS-106-0011-19	\$1,209.72
	Total Cost		\$27,375.72
3	Provide warranty information	included	

\$25,362.18 for the above equipment will come out of Perkins grant budget allocated to this purchase:

06-10300501-580600005 | ENT-PERKINS-Prog Qual : Equipment - Instructional >5K

The balance of \$2,013.54 will be coming out of our Department of Labor ICATT Apprenticeship grant budget:

6-40205009-580600005 | DoFL IMA IAAC ICATT : Equipment - Instructional >5K

Bid Summary
 CNC Plasma Table

		Lincoln Electric Company	
Description		Price	Price
Lincoln Electric Torchmate 4400 SYSTEM to include, but not limited to: <ul style="list-style-type: none"> • Complete dual tool cutting area CNC plasma table • 80 amp Plasma Cutter –Cut up to 3/4" Mild Steel • Next Generation Digital Height Control • Magnetic Torch Breakaway • Visual Machine Designer Software and Shape Library • CAD Software • DXF Importer (use with any CAD) • Integrated Water Table • Touch Screen HMI • Consumable Starter Kit • Technical Phone Support • 2 year complete, single source warranty 		\$	24,999.00
TMCAD Education: Unlimited Student Licenses, Design & Art		\$	1,209.72
Total Cost		\$	26,208.72



**Cutting
Systems**

BUDGETARY PROPOSAL TORCHMATE 4400 | 4800

Valid For 30 Days

Prepared By: Alonna Barnett 775-850-0106
acreveling@torchmate.com
Inside Sales Specialist

Quote #: 18-AB4000
Date: 10-25-2018
Cust Phone #: 708-456-0300
Distributor: Direct LECS
TSR: Matt Duplin

Prepared For: Triton College / River Grove IL 60171
Email: antigonesharris@triton.edu / Antingone Sharris

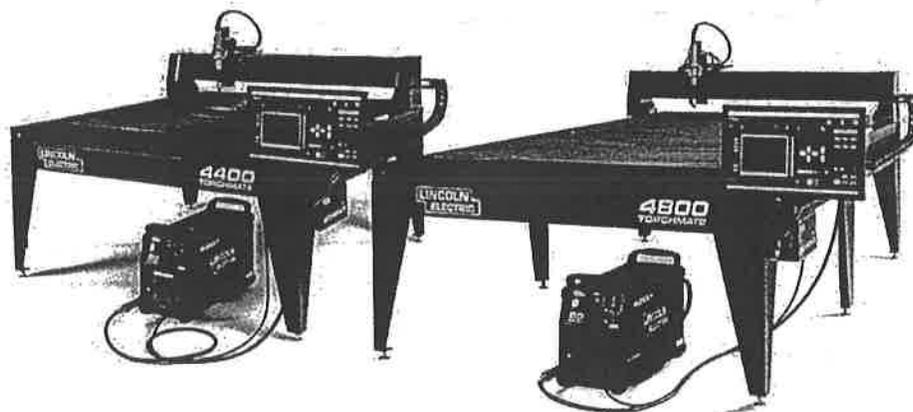
Spend Less | Get More

TORCHMATE® 4400 | 4800 CNC plasma cutting systems by Lincoln Electric® are designed for the growing fabrication shop. Its design, components, and construction were all single-source engineered to deliver exceptional repeatability and performance. Rapid delivery and setup time gets your machine up and running quickly with limited assembly required, our best in class warranty, with our industry leading support and lowest operation cost, ensures you spend more time making money.

The Torchmate 4400 | 4800 includes all components to operate the system including an integrated touchscreen HMI, industrial grade user console with adjustable mounting arm and proprietary motion control system. Our standard 80 amp power supply delivers 65% faster cut speeds and savings of 45% in consumable use. The 4400 | 4800 produces cycle times 2.5 times faster than our previous system.

SYSTEM INCLUDES

- Complete dual tool cutting area CNC plasma table
- 80 amp Plasma Cutter – Cut up to 3/4" Mild Steel
- Next Generation Digital Height Control
- Magnetic Torch Breakaway
- Visual Machine Designer Software and Shape Library
- CAD Software
- DXF Importer (use with any CAD)
- Integrated Water Table
- Touch Screen HMI
- Consumable Starter Kit
- Technical Phone Support
- 2 year complete, single source warranty



Finance your Investment starting at

\$529.98
per month o.a.c.

Starting at

\$24,999.00

Does not include options, freight, installation, or onsite training.

Complete quote on page 2



**Cutting
Systems**

BUDGETARY PROPOSAL TORCHMATE 4400 | 4800

Valid For 30 Days

DATE 10-25-2018

TORCHMATE CNC PLASMA SYSTEMS AND ACESSORIES		Product Number	PRICE	QTY.	QUOTE INCLUDES
MACHINE AND TORCH					
Torchmate 4400-FC80 CNC Plasma Cutting Table (4x4 cutting area)	LECS-080-4400-00	\$24,999.00		1	\$ 24,999.00
Torchmate 4400-FC125 CNC Plasma Cutting Table (4x4 cutting area)	LECS-125-4400-00	\$27,999.00			
Torchmate 4800-FC80 CNC Plasma Cutting Table (4x8 cutting area)	LECS-080-4800-00	\$29,999.00			
Torchmate 4800-FC125 CNC Plasma Cutting Table (4x8 cutting area)	LECS-125-4800-00	\$32,999.00			
Optional LC105 Handheld Plasma Torch 25ft. (7.5m) (FC80 Only)	K2849-1	\$542.00			
Optional LC105 Handheld Plasma Torch 50ft. (15m) (FC80 Only)	K2849-2	\$668.00			
Machine Total					\$ 24,999.00
CONSUMABLES-MACHINE CUTTING FC80 FC 125					
FlexCut 80 Consumable Starter Kit (1 Free With Purchase)	BK12849-SK	\$221.00			
FlexCut 125 Consumable Starter Kit (1 Free With Purchase)	BK14300-SK	\$256.00			
Consumable Total					\$ 0.00
CNC PLASMA MACHINE CUTTING ACCESSORIES AND OPTIONS					
Pneumatic Plate Marking Tool (Assembly Required)	TMS-203-1000-23	\$2,597.00			
TMCAD Design Upgrade: Nesting and Vectorizing	TMS-106-0011-11	\$540.15			
TMCAD ART Upgrade: ProText, Art Files, Fonts, Text Manipulation	TMS-106-0011-04	\$577.70			
TMCAD Education: Unlimited Student Licenses, Design & Art	TMS-106-0011-19	\$1209.72		1	\$ 1,209.72
TMCAD Additional License Dongle	TMS-106-0011-03	\$150.17			
TMCAD Basic Project Book Classroom Series	TMS-106-0010-10	\$49.95			
Expanded Clip Art Gallery (Over 6000 DXF Cut Files)	TMS-106-0031-04	\$265.00			
Three Day Onsite Training	TMS-010-0001-01	\$6000.00			
Accessory Total					\$ 1,209.72
CUSTOMER NAME Triton College / River Grove IL 60171					
CONTACT					
EMAIL					
SHIPPING ADDRESS					
REQUESTED SHIPPING DATE				Shipping Total	\$ 1,167.00
FOB Reno to <input type="checkbox"/> Hawaii <input type="checkbox"/> Alaska <input type="checkbox"/> International FOB S.F.	Mileage	1,556.00	Subtotal	\$ 27,375.72	
PO #	Date	10-25-2018	Tax	\$ 0.00	
Card Holder	cw	Grand Total			\$ 27,375.72
Billing Address	I have been made aware of my training options, I have recieved the terms and conditions Customer Signature				
Phone Number 708-456-0300					
Sales Associate Alonna Barnett 775-850-0106					
TSR Matt Duplin					
Distributor Direct LECS					
Distributor Contact					



**Cutting
Systems**

Budgetary Proposal TORCHMATE 4400 | 4800

Valid For 30 Days

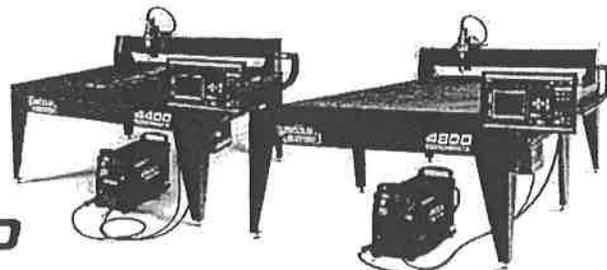
DATE

TORCHMATE CNC PLASMA SYSTEMS SPECIFICATIONS	Product Specification
TABLE DIMENSIONS	
4400	74" x 67" x 63" (As Shipped 85" x 77" x 71")
4800	74" X 114 x 63" (As Shipped 122" x 85" x 63")
MACHINE WEIGHT	
4400	840 lbs (As Shipped 1100 lbs)
4800	1252 lbs (As Shipped 2100 lbs)
TOOL CAPACITY	
4400 - 4800	2
WATER CAPACITY	
4400	60 gals (230 liters)
4800	107 gals (405 Liters)
MATERIAL CAPACITY	
4400 - 4800	3/4" Mild Steel
POWER AIR REQUIREMENTS	
HMI Motion Control	Dedicated 115V / 15A
4400-4800 Air	87-109 psi (6-7.5 bar) 380 SCFH 180 SLPM
4400-4800 with FC80	1 phase: 208,230 50/60hz or 3 phase 208,230,400,460,575 50/60hz
4400-4800 with FC125	3 phase: 380,400,415,460,575 50/60hz
Machine Ground	Dedicated Earth Ground Supplied By Customer
PRECISION GEAR RACK AND PINION DRIVE SYSTEM	
Stepper Motors	(3) 396 oz-in
Belt reduction	(3) 3:1
Linear Guidance	15mm and 20 mm Profile Linear Rail
Gear Engagement	Spring Loaded
Gantry Carriage	Milled 3/8" Aluminum
Traverse Speed	500 ipm
Machine Resolution	0.0015
Gantry Clearance	3.5"
Frame Construction	.120" Mild Steel (11 gauge)
CUT CAPACITY SPEED (MILD STEEL)	
Maximum Pierce Capacity	
FlexCut 80	3/4" (19mm)
FlexCut 125	1" (25mm)



**Cutting
Systems**

TORCHMATE® 4400 | 4800

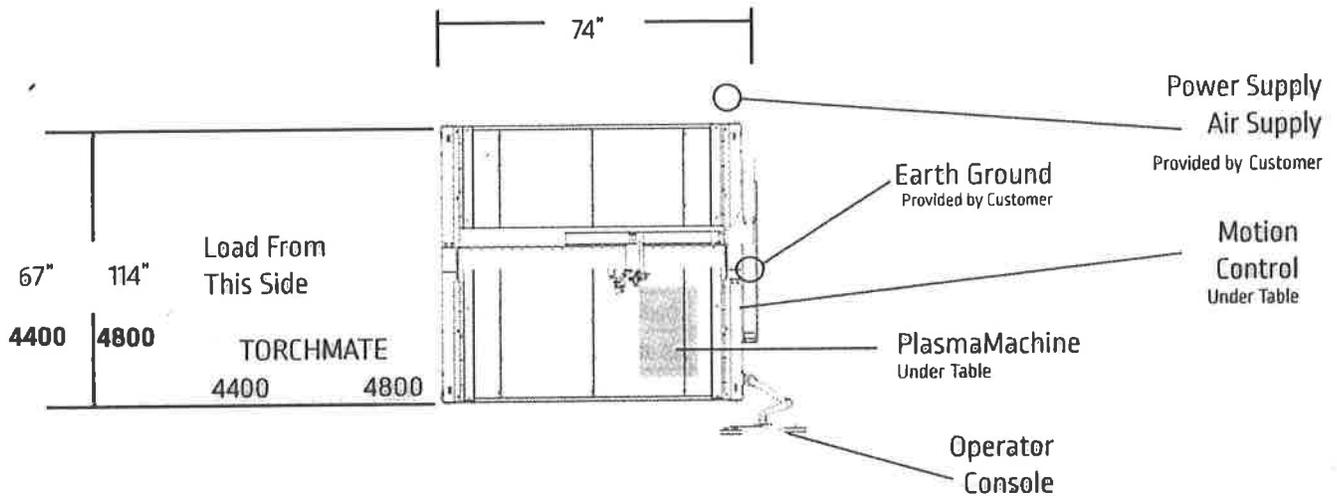


Site Preparation

When installing a Lincoln Electric CNC Cutting System in your shop, there are many factors that will influence the potential productivity, ease of use of the machine and the safety of the operator. The main factors to prepare for include the physical layout and placement of the machine in the shop, the availability of power, an EMI ground, compressed air and other gases, and ventilation.

4400

4800



MAINTAIN WORK AREA

- When preparing to install the Lincoln Electric CNC Cutting System, provide sufficient space. Three feet of work space should be maintained at front of machine
- Forklift load material opposite the cable carrier only. Utilize the back of the machine to park the gantry while loading material.
- A dedicated earth ground must be provided and should be installed in a manner to reduce trip hazard
- The power lead included is limited to 10 feet.

ELECTRIC AND MAGNETIC FIELDS may be dangerous

- Electric current flowing through any conductor causes localized Electric and Magnetic Fields (EMF). Cutting or gouging current creates EMF fields around torch cables and cutting machines.
- EMF fields may interfere with some pacemakers, so operators having a pacemaker should consult their physician before cutting or gouging.
- Exposure to EMF fields during cutting or gouging may have other health effects which are now not known.
- All operators should use the following procedures in order to minimize exposure to EMF fields from the cutting or gouging circuit:
 - Route the torch and work cables together - Secure them with tape when possible.
 - Never coil the torch cable around your body.
 - Do not place your body between the torch and work cables. If the torch cable is on your right side, the work cable should also be on your right side.
 - Connect the work cable to the workpiece as close as possible to the area being cut or gouged.
 - Do not work next to cutting power source.

For more information on electromagnetic interference please visit



<http://torchmate.com/white-papers/EMI-Reduction>



Industry Leading Technical Support

We Include The Tools To Train Your Operators

Lincoln Electric has been helping business succeed since 1895 which means we have the largest technical support staff in the industry. Our team of trained technicians are here full time to walk you through the design, operation, and maintenance of your Torchmate 4400 and 4800 tables. Providing manufacturing solutions is built into our companies core belief; when you need help, we are here. Tap into our traveling team or authorized distribution network with optional onsite training and service, use the variety of online and interactive resources, or reach out to our phone support team when your operator needs assistance.

FLEXIBLE TRAINING AND SUPPORT

Included with your purchase

» **TECHNICAL PHONE SUPPORT**

Technical phone support is available Monday-Friday 7:00am - 4:00pm PT.

» **EXTENSIVE VIDEO RESOURCES**

Torchmate University is available on our Youtube page, multipart video instruction that covers the basic operation of the machine and entry level CAD design.

» **INTERACTIVE ONLINE COMMUNITY "FabricationForum.Com"**

Online interactive community for all things fabrication. build projects, tips, tricks and after hour peer support.

ADVANCED TRAINING AND SUPPORT

Optional purchase

» **REGIONAL TRAINING \$400.00 per seat**

Two day hands on training with our instructor, using CAD to design basic parts. Includes machine operation, material, consumables. Lunch is provided. Trainings are provided in regional locations, visit torchmate.com/seminars to inquire about locations.

» **3 DAY \$6000.00**

Schedule our technical support team to visit your location

Domestic Onsite Training Scope

Day one 8 hours

- » Machine Set Up | Grounding
- » Configuration, Network connection
- » Machine Safety

Day two 8 hours

- Run File | Shape library
- Consumable use
- How to get help
- CAD Resources

Day three 8 hours

- Cut Quality
- AVHC setup
- Clip Art
- Cut Projects

ADVANCED RENO CAMPUS TRAINING *COMING IN 2019

Advanced training at our Reno, Nevada campus. Includes advanced CAD instruction, Machine set up and maintenance. Call for details & additional fees.

LINCOLN ELECTRIC CUTTING SYSTEMS, INC. TERMS AND CONDITIONS RELATING TO THE SALE OF GOODS

Lincoln Electric Cutting Systems, Inc., d/b/a Torchmate or The Vernon Tool Company (hereinafter, "Seller") reserves the right to change these Terms and Conditions of Sale at any time. The Terms and Conditions applicable to an order shall be those in effect at the time the order is placed.

1. DEFINITIONS

- **"Agreement"** means these Lincoln Electric Cutting Systems, Inc. Terms and Conditions Relating to the Sale of Goods ("Terms and Conditions"), together with Seller's Proposal, the Order Acknowledgement, the System Design, and the Build Schedule, together with any agreed-upon amendments thereto, which together shall comprise the entire Agreement.
- **"Build Schedule"** means the approved timetable established between the Buyer and Seller, utilizing the designs, resources and processes required to provide the services and manufacture the System.
- **"Buyer"** means the person or entity who is buying or who is contracting to buy the Goods and/or Services.
- **"Component Parts"** means a constituent part of a System or an accessory used in conjunction with a System.
- **"Consumables"** means any material that is consumed within the welding/cutting or other processes.
- **"End User"** means the person or entity who ultimately uses or possesses the Goods without any intention of resale. The End User may be the Buyer.
- **"Goods"** means any saleable item manufactured by Seller and/or listed in Seller's Product List for delivery, sale, or use as the context requires. Goods include System(s), Component Parts, and Consumables.
- **"Order Acknowledgment"** means a written document generated by Seller, or any of the actions taken by Seller as set forth in Section 2 of these Terms and Conditions, that authorize the sale of Goods as agreed by Buyer and Seller.
- **"Product List"** means the comprehensive listing of all Goods offered for delivery, use or sale by the Seller.
- **"Price"** means the amount agreed to by Seller and Buyer for the Goods as further outlined in an Order Acknowledgement or the Agreement.
- **"Purchase Order"** means a document generated by Buyer authorizing the purchase of Goods by Buyer.
- **"Request for Quote"** means Buyer's request to Seller for information pertaining to the purchase of Goods.
- **"Seller"** means Lincoln Electric Cutting Systems, Inc.
- **"Seller's Proposal"** means the document generated by Seller itemizing a System and/or other Goods to be offered for sale to the Buyer. All terms set forth in Seller's Proposal shall be incorporated into the Agreement upon Order Acknowledgement and shall be deemed to be part of the Agreement.
- **"System"** means an automated cutting system that is for sale or is being contracted to be sold by Seller that is built to Buyer's specifications. Virtually all automated cutting systems consist of three primary components: 1) A Part Program that creates a detailed set of commands to be followed by the machine tool; 2) A Machine Control Unit (MCU) that stores the part program and executes the commands; and 3) A Machine Tool (laser, drill, plasma, lathe, etc.) that performs the actual cutting.
- **"System Design"** means the engineering and other technical specifications that are the basis for a System; including but not limited to a complete listing of all system components, a set of assembly and component drawings with dimensions, plasma cutting tolerances, cutting variables, and/or any other specifications that are required for the System to be built.

2. SCOPE OF THE TERMS AND CONDITIONS

These Terms and Conditions apply to any purchase or request for Goods or Services by Buyer to Seller. Buyer's purchase and/or acceptance of Seller's Goods and/or Services constitutes Buyer's unconditional acceptance of these Terms and Conditions. Seller's issuance of a written Order Acknowledgement, its commencement of work on the Goods or Services, or its shipment of the Goods to Buyer, whichever occurs first, shall constitute Buyer's Order Acknowledgement and acceptance of Buyer's request for Goods and/or Services, and the formation of the Agreement, subject to these Terms and Conditions. All sales by Seller of any Goods and/or Services are governed by and made expressly conditioned on Buyer's acceptance of these Terms and Conditions. No conditions, usage of trade, course of dealing, understanding, or agreement purporting to modify, explain, or supplement these Terms and Conditions shall be binding unless made in writing and signed by Seller. No other terms and no modification of these Terms and Conditions shall be binding or enforceable unless expressly agreed to in writing by Seller. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED IN BUYER'S PURCHASE ORDER OR ANY OTHER FORM ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF SELLER'S EXPRESS OBJECTION TO AND REJECTION OF SUCH TERMS IS HEREBY GIVEN. Seller's failure to object to any conflicting, contrary, or additional conditions in Buyer's Request for Quote or Purchase Order, shall not be deemed an acceptance of such conditions or a waiver of any of the provisions hereof. In the event there is a conflict between Seller's Order Acknowledgement, Seller's Proposal or invoice(s), and these Terms and Conditions, the Order Acknowledgement shall prevail and control. Seller reserves the right to revise the Terms and Conditions from time to time in Seller's sole discretion. The Terms and Conditions applicable to a given Order shall be the version in effect at the time of Seller's acceptance of the Agreement. Any changes or amendments to these Terms and Conditions shall become effective on the date when such revised terms and conditions of sale are posted on Seller's websites. Revised terms and conditions shall apply to all new Agreements created on or after the date the revised terms and conditions are posted on Seller's websites. Seller shall not be obligated to notify Buyer separately of any changes, amendments, or updates to these Terms and Conditions. It is Buyer's responsibility to check Seller's websites periodically to verify whether a revised version of these Terms and Conditions has been posted.

3. SYSTEM BUILD PROCEDURE

Upon acceptance of an Order but prior to the start of System production, Buyer and Seller shall coordinate the System's design specifications to ensure the System is designed in accordance with Buyer's requirements.

A. System Design and Build Schedule

Upon Order Acknowledgement and receipt of Buyer's required payment, Seller and Buyer shall work together to determine Buyer's System specifications. Once established, Seller shall execute a System Design. System Design specifications include, but are not limited to, a complete listing of System components, a set of assembly and component drawings with dimensions, plasma cutting tolerances, cutting variables, and any additional technical and/or engineering specifications necessary to build the System. Seller reserves the right to modify any Agreement, including System Price, based upon any new or special requirements or information not previously incorporated into the Agreement. Once Buyer and Seller have approved a System Design, Seller and Buyer shall produce an approved System Build Schedule, signed by both, to ensure the System is manufactured in accordance with the System Design and within the timeframe approved by Buyer and Seller. The Build Schedule includes but is not limited to: all key milestones and production deadlines; System specifications; all required equipment, materials, other Goods and tools; projected completion deadlines; factory acceptance testing and installation requirements; if any, and estimated ship date(s). Execution of the Build Schedule shall constitute approval of System Design.

B. Buyer Change Orders

No requests for changes shall be considered by Seller upon completion of System production. Following Buyer and Seller's approval of the System Design and Build Schedule as referenced in 3(A) above, no changes shall be made to either without the express written approval of Seller. To request a change to an approved System Design and/or Build Schedule, Buyer must submit a request for change ("RFC") to Seller in writing prior to the completion of System production. RFCs must include all required drawings, specifications, dimension tolerances, and any other information/documentation necessary for the performance of the requested modification(s) at the time of submission. Upon receipt of a Buyer's RFC, Seller shall review the RFC to determine the viability of the changes requested as well as whether the requested changes would result in a modification of the System Price and/or Build Schedule.

Once established, Seller shall provide Buyer with a written estimate ("Change Estimate") detailing the costs associated with the implementation of the approved changes, if any, as well as a corresponding modified Build Schedule, incorporating any new or changed milestones and/or key System production dates. These costs shall include, but are not limited to, the addition of any Component Parts, labor, services or other Goods not previously quoted in the Agreement, as well as any previously purchased Goods that can no longer be used due to the changes. Upon Seller's receipt of Buyer's signed Change Estimate and modified Build Schedule, any modifications to the System Design and/or Build Schedule set forth therein shall be implemented immediately, provided that both are received within five (5) calendar days of the date of issue to Buyer. Modified System Design(s) and/or modified Build Schedule(s) shall be incorporated into the Order as an amendment and shall be deemed a part of the Agreement. Any additional costs, fees, and/or expenses incurred by Seller due to the implementation of the modified System Design and/or modified Build Schedule shall be paid by Buyer in accordance with the Agreement, as amended. Additional fees may apply for storage of Systems for which performance has been suspended.

Buyer's failure to provide Seller with a signed Change Estimate and modified Build Schedule within the prescribed timeframe shall result in Seller's denial of Buyer's RFC, and System production shall continue in accordance with the original System Design and Build Schedule as set forth in the Agreement.

C. Factory Acceptance Testing (FAT)

If provided for in the Order, Seller shall conduct FAT at the time of the completion of System production. Upon completion of FAT, Seller shall provide Buyer with evidence of the System's successful FAT verifying that the System meets the specifications and requirements set forth in the System Design and/or Build Schedule (or as modified, if applicable) as referenced in Section 3.A or 3.B above as measured by the FAT. Seller's evidence of a successful FAT may also include certification documentation required for compliance with a variety of end-users specific standards as agreed to by the parties and documented in the Agreement.

Within three (3) business days of receipt of Seller's evidence of successful FAT, Buyer shall provide Seller written confirmation indicating Buyer's approval or rejection of successful FAT ("FAT Review"). Any FAT Review rejections must indicate verifiable deficiencies in the testing process. If Seller is able to verify that such deficiencies do exist, Seller shall cure the deficiencies noted in Buyer's rejected FAT Review. Buyer's failure to provide Seller a FAT Review within the prescribed time frame shall constitute Buyer's approval of the FAT Review. Provided that Buyer has made all required payments and unless otherwise indicated in the Agreement, upon Seller's receipt of Buyer's approved FAT Review, Seller shall authorize System shipment to Buyer's facility as designated in the Agreement. Buyer's unreasonable withholding of its approval of FAT Review shall constitute a breach and shall be grounds for Seller to invoke the remedies provided for in these Terms and Conditions or by applicable law.

D. Installation By Seller

If provided for in the Agreement, Seller shall provide installation services at Buyer's location in accordance with the System Design and Build Schedule (or as modified, if applicable) as referenced in Section 3.A or 3.B above. If installation is consistent with the System Design and Build Schedule (as modified, if applicable) as referenced in Section 3.A or 3.B above, as determined by Seller, Buyer shall provide Seller with written approval of installation within three (3) business days of System installation. In the event Buyer claims that the System's installation is non-compliant with the System Design and Build Schedule (as modified, if applicable) as referenced in Section 3.A or 3.B above, Seller shall make all reasonable efforts to correct any deficiencies described by Buyer and confirmed by Seller. Buyer's unreasonable withholding of approval of System installation shall constitute a breach and shall be grounds for Seller to invoke the remedies provided for in these Terms and Conditions or by applicable law.

4. SYSTEM PRICE AND PAYMENTS

Prices quoted are valid for 30 days from the quoted date. Seller reserves the right to change the pricing of the Goods at any time. Purchasers of earlier designed Goods are in no way entitled to exchange for or upgrade to redesigned Goods (including software), except at the sole discretion of Seller and at an exchange or upgrade price determined by Seller.

System Price shall be set forth in the Order Acknowledgement. System Price does not include any federal, state, or local sales, use, excise, gross receipts, value added, or other taxes which may now or hereafter be applicable. Buyer agrees to pay or reimburse Seller for any such taxes that Seller or its suppliers are required to pay or collect in connection with the Agreement. Any additional taxes, charges or fees not included in an Order, may be invoiced separately to Buyer. Payment terms for such additional taxes, charges or fees are net thirty (30) days from the date of invoice.

Payment shall be made as specified below or in Seller's Proposal in the currency indicated in the Order Acknowledgement (or, if none is indicated, in United States Dollars). Standard payment terms for a System shall be as follows:

For Torchmate products:

- 100% due upon Seller' Order Acknowledgement

For Vernon Tool products:

- 60% due upon Seller' Order Acknowledgement; and
- 40% due upon completion of the production process but prior to authorization of System shipment to Buyer's facility or other Buyer designated location.

Payments are due at the time of the occurrence of the foregoing events, or upon cancellation of any Agreement. Seller does not provide any cash discounts. Alternative payment terms may be offered at Seller's sole discretion, however, additional charges may apply.

It is Buyer's responsibility to pay the amounts at the times and in the manner delineated in an Order. Buyer is required to comply with all payment schedules in a timely-manner irrespective of whether Seller issues an invoice to Buyer as a reminder of Buyer's payment obligations. The failure by Buyer to make payments in the amount and manner specified constitutes a waiver of Buyer's right to demand Seller's performance under the Agreement. If Buyer shall fail to perform its obligations to make payment when due under these Terms and Conditions, then in addition to any other remedies set forth herein or available under applicable law, Seller reserves the right to bill late payment charges of 1.5% per month on Buyer's past due invoices as well as to revoke payment terms on future orders.

Should Seller determine, in its sole discretion, that Buyer's credit has become impaired or its financial condition has become such that, in Seller's sole judgment, the credit extended to Buyer for the System should be curtailed or eliminated, Seller shall have the right to require full payment in advance of the payment schedule set forth in this Section.

5. SYSTEM SHIPPING AND DELIVERY

In the absence of shipping and packaging instructions, Seller shall use its own discretion in the choice of carrier and method of packaging. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance or special packaging so requested shall be at Buyer's expense and valuation.

Unless otherwise agreed in writing by Buyer and Seller, upon completion of System production and receipt of all required payments by Buyer, Seller shall authorize System shipment to Buyer's location as indicated in the Agreement. Subject to the transfer of title and risk of loss provisions below, all shipping deadlines set forth in an Order and/or the Build Schedule (as modified, if applicable) as referenced in Sections 3.A or 3.B above, are approximate only and are based upon the availability of purchased Goods and scheduling demands in Seller's factory. While Seller shall engage in its best efforts to comply with these delivery dates, Seller shall not be liable for any penalties or damages of any kind if these anticipated shipment deadlines are not met.

System Price includes standard packing, marking, labeling, and shipping as determined by Seller. Seller reserves the right to charge additional shipping and handling costs to Buyer if Buyer requires additional packaging of the System and/or has other special delivery requirements. Seller agrees to provide required shipping documentation such as a commercial invoice, packing lists, bills of lading, or other customary documents for domestic and international shipments. Export boxing/crating charges, where required by the Buyer, may require an additional charge and shall be addressed in the Agreement. All charges will be pre-paid by Seller and added to Buyer's invoice.

Domestic Shipments

All domestic shipments shall be made Free On Board ("FOB") Origin: Seller's Point of Manufacture, (Freight Prepaid & Add) Reno, Nevada.

International Shipments

All international shipments shall be made using Incoterms 2010®, Ex Works ("EXW"): Seller's Chosen Facility (Loading Included) Reno, Nevada.

All additional fees and charges, including but not limited to: customs broker and freight forwarder fees, warehouse and terminal charges, insurance, inspection, storage, special notifications, and special equipment/handling charges shall be at the Buyer's additional expense unless otherwise agreed in writing by Seller. Any such expenses may be separately invoiced to Buyer, and Buyer must pay for all such additional charges within thirty (30) days of the date of Seller's invoice.

If Buyer is responsible for any delay in System shipment, Seller reserves the right to charge Buyer additional fees for System storage to be determined at Seller's sole discretion.

6. INSPECTION AND ACCEPTANCE.

Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods. Unless Buyer provides Seller with written notice of any claim for shortage, overcharge, or damage of Goods within ten (10) days from invoice date, such Goods shall be deemed finally inspected, checked, and accepted by Buyer, and no allowances shall be made thereafter.

7. SYSTEM POST-INSTALLATION SERVICE AND SUPPORT

If provided for in the Agreement, following System installation and within six (6) months of shipment, Seller shall make a technical representative available to the Buyer to conduct training for operational and maintenance personnel. Buyer is responsible for all travel and lodging costs of such technical representatives. Such training shall be conducted only to the extent provided for in the Agreement. Seller will not have any obligation to perform training after six (6) months from the date of System shipment. Seller will not refund any amounts previously paid by Buyer if Buyer does not complete training within one year from the date of System shipment.

8. SYSTEM TRANSFER OF TITLE AND RISK OF LOSS

Transfer of title and risk of loss of the System shall transfer from Seller to Buyer upon tender of the System to the first carrier at Seller's facility, and any claims for loss or damage thereafter shall be made by Buyer directly with such carrier.

9. BUYER'S PROPERTY FOR THE SYSTEM

Buyer may, during the System production process, provide Seller with equipment owned by Buyer such as jigs, tools, drawings, fixtures, dies, molds, patterns and materials to reduce the costs of customizing the System in accordance with the System Design specifications (or as modified, if applicable) as referenced in Section 3.A or 3.B above. Such items are the legal property of Buyer. Seller shall maintain such items in good working order and shall ensure that these items are clearly marked and stored as being the legal property of the Buyer and that any use of the same is restricted to the production of Buyer's System.

10. PURCHASE MONEY SECURITY INTEREST FOR THE SYSTEM

Seller is hereby given, and shall be deemed to have, a purchase money security interest in the System from the beginning of the production process until all payments are received by Buyer. Buyer shall execute, upon Seller's demand, such instruments and documents, including Uniform Commercial Code ("UCC") financing statements, as Seller shall require. If Buyer fails or refuses to sign any such statements, Seller is irrevocably authorized to execute such statements as Buyer's attorney in fact, subject to Buyer receiving prior notice of any such statements. Said security interest shall remain until Seller receives full payment of the purchase price; after which such UCC financing statements shall be terminated.

11. COMPONENT PARTS AND CONSUMABLES

The following provisions shall apply to the purchase and delivery of Component Parts and Consumables.

A. Purchase of Component Parts and Consumables

Prices for Component Parts and Consumables shall be established by Seller and shall be those in effect at the time of Order creation. Buyer must pay Seller's Invoices for Component Parts within thirty (30) days of the date of Seller's invoice, with pre-approved credit in place. Seller offers no cash discounts. Seller may change this method of payment if, in its judgment, extension of such terms is not justified. The price for Component Parts or Consumables does not include any federal, state or local sales, use, value added, excise, gross receipts, or other taxes which may now or hereafter be applicable. Buyer agrees to pay or reimburse Seller for any such taxes which Seller or its suppliers are required to pay or collect. Buyer is responsible for all shipping costs and risks associated with the delivery of Component Parts and Consumables; both domestic and international.

B. Delivery of Component Parts and Consumables

Any estimated shipment and/or delivery times for Component Parts and Consumables scheduled to be delivered to Buyer are approximate only. Seller shall use its best efforts to make delivery in accordance with deadlines set forth in the Agreement, but Seller shall not be liable for damages of any kind if the designated shipment date is not met. Delivery times shall be automatically extended as needed to resolve any technical matters between the Seller and the Buyer with respect to the delivery, installation, or use of Component Parts and/or Consumables. The Seller shall be entitled to make partial deliveries.

All domestic shipments of Component Parts and Consumables shall be made Freight On Board ("FOB") Origin: Seller's Point of Manufacture, (Freight Prepaid & Add) Reno, Nevada. All international shipments shall be made using Incoterms 2010®, Ex Works ("EXW"): Seller's Chosen Facility (Loading Included) Reno, Nevada.

C. Title and Risk of Loss

Title and risk of loss shall pass to the Buyer upon tender of the Components to the first carrier.

12. RETURNS

All returns shall be subject to these Terms and Conditions. Any Goods to be returned for full or partial refund must be in new, unused (except for bench testing), and in saleable condition, and approved for return by Seller in Seller's sole discretion. Goods that, in Seller's judgment, have been used or modified in any way, or kits that have been partially or fully completed will be subject to an eighteen percent (18%) restocking fee to be determined by the Seller. A return authorization number (RAN) must be obtained by the Buyer prior to any return.

Shipments of returned Good not marked with a valid RAN will be refused.

13. STATEMENT OF WARRANTY

A. Limited System Warranty

Except for Consumables or those parts customarily replaced due to wear and tear during the course of normal operation, Seller warrants its System to be free from defective material and workmanship for a period of twelve (12) months from the date of System shipment. Parts customarily replaced due to wear and tear include but are not limited to: lenses, fuses, lamps, scrapers, electrodes, shunts, emitters, and/or cutting nozzles. This warranty does not include routine mechanical, electrical, and electronic adjustment such as described in the instruction manuals furnished with the System. Such adjustments are the responsibility of Buyer.

This warranty specifically excludes all third party components or component parts not manufactured by Seller. Most third party manufactured components within the System(s) are warranted by the original manufacturers, and are not covered by Seller's warranty. This warranty is void if the System has been subjected to improper installation, improper care, or abnormal operations, or if repairs or modifications have been undertaken without the express written approval of Seller, outside of a Seller's Approved Service Facility ("ASF"), and/or without written authorization from the ASF prior to any such repair. This warranty also does not cover the repair and/or replacement of electrical or electronic parts damaged by improper voltage supplies, improper electrical connections to the System, or improper electrical grounding techniques. Buyer's failure to follow all Seller recommended preventative maintenance schedules may also render the Seller's warranty void. Buyer shall contact Seller immediately upon the discovery of any defect or other basis of warranty coverage. Upon notification of non-conforming, inoperative, or defective System parts, or other claims of System warranty coverage, Seller reserves the right to inspect the System parts to determine warranty eligibility. The sole obligation of Seller hereunder is to replace or repair, at the Seller's option, any part which the Seller, in its sole discretion, determines to be defective under normal use and service during the warranted period.

If Seller confirms the existence of a defect covered by Seller's warranty, Seller shall create a Return Merchandise Authorization ("RMA") approving the repair or replacement of the defective or inoperable System part/component and shall assist the Buyer with the coordination of its warranty service. An approved RMA must accompany any System part/component shipped to an ASF for warranty repair or replacement. Any such shipments to and from an ASF for warranty repair or replacement shall be at the sole expense and risk of the Buyer or Buyer's End User. At Seller's request, any defective System parts or components thereof shall be returned to Seller.

Warranty coverage is available only to the initial End User and is non-transferrable. Any subsequent purchaser interested in transferring warranty coverage must contact Seller to determine whether warranty coverage may be transferred on its Goods and if an additional charge will be required for such transferability. A separate written agreement will be required for this coverage.

Limited Warranty for Component Parts ("Component Parts Warranty")

Component Parts manufactured by Seller, except for Consumables or those parts customarily replaced due to wear and tear during the course of normal operation, or Component Parts that are part of either the Torchmate 4400 or Torchmate 4800 systems, are warranted by Seller's Component Part Warranty to be free from defective material and workmanship for a period of up to twelve (12) months from the date of System shipment to Buyer. Component Parts that are part of either Torchmate 4400 or Torchmate 4800 system are warranted by Seller's Component Part Warranty to be free from defective material and workmanship for a period of up to twenty-four (24) months from the date of System shipment to Buyer. Buyer shall contact Seller immediately upon the discovery of any defective manufactured Component Part or other claims of warranty coverage. If the Seller confirms the existence of a defect covered by Seller's Component Part Warranty, Seller shall create a Return Merchandise Authorization (RMA) approving the repair or replacement of the defective component(s) and/or Component Part(s) and shall assist the Buyer with the coordination of warranty service. An approved RMA must accompany the component(s) and/or Component Part(s) shipped to an ASF. Final determination of warranty coverage eligibility shall be made by the Seller. Component(s) and/or Component Part(s) shipped to and from an ASF for warranty repair or replacement shall be at the sole expense and risk of the Buyer or Buyer's End User. Any Component Parts to be returned for full or partial refund must be in new, unused (except for bench testing), and saleable condition and approved by Seller in Seller's sole discretion.

A return authorization number (RAN) must be obtained by the Buyer prior to any return. Shipments of returned items not marked with a valid RAN will be refused. Seller's Component Parts Warranty in no way extends the System Warranty.

Almost all third-party original equipment manufacturer ("OEM") Component Parts used in Seller's System(s) are warranted by the OEM, and are therefore not covered by Seller's Component Part Warranty. If OEM Component Parts are found to be defective or non-conforming and are covered by an OEM warranty, Seller shall assist Buyer in identifying any defects and shall work with local distributors to ensure that OEM Component Parts are repaired or replaced as required, subject to the terms and restrictions of the OEM's warranty.

B. Limited Warranty for Consumables

All Consumables are warranted by a third-party OEM and are therefore not covered by Seller's warranty. Requests for warranty eligibility for Consumables shall be evaluated on a case-by-case basis and shall be determined by Seller in its sole discretion. To request a determination for warranty eligibility and/or to request warranty service for Consumables, Buyer must contact the Seller directly. Warranty periods for Consumables are for up to one year, vary by product, and are subject to the terms of the OEM warranty. The warranty period starts from the date of shipment of the Goods to Buyer.

C. Warranty Limitations

Seller's warranties do not apply to any Goods that have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Seller or one of Seller's authorized agents. When returning Goods to Seller for warranty replacement or repair, packaging must be adequate, or else Seller's warranty is null and void. Buyer will pay for the cost of shipping to and from Seller for all approved warranty repairs.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES PROVIDED BY SELLER WITH RESPECT TO THE SYSTEM, COMPONENT PARTS, AND CONSUMABLES. SELLER WILL NOT ACCEPT RESPONSIBILITY OR LIABILITY FOR REPAIRS MADE OUTSIDE OF AN AUTHORIZED SERVICE FACILITY ("ASF"). SELLER'S LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE COST OF REPAIRING OR REPLACING THE GOODS, OR REFUNDING THE BUYER OR END USER AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE OF THE GOODS, WHICHEVER REMEDY SELLER CHOOSES IN ITS SOLE DISCRETION. SELLER WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY DEFECT OR THE TIME INVOLVED TO CORRECT THE DEFECT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE GOODS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

The exclusive remedies set forth herein shall not be deemed to have failed of their essential purpose so long as Seller is willing and able to repair or replace defective Goods as set forth herein. No affirmation of Seller, by words or action, other than as set forth in herein, shall constitute a warranty. Any claim by Buyer with reference to the Goods sold hereunder shall be deemed waived by the Buyer unless submitted in writing to seller within the earlier of (i) thirty (30) days following the date Buyer discovered or by reasonable inspection should have discovered, any claimed breach of foregoing warranty, or (ii) 12 months following the date of shipment. Any cause of action for breach of the foregoing warranty must be brought within one year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

14. CONFIDENTIALITY

"Confidential Information" means all information, know-how, trade secrets or other material disclosed by Buyer to Seller and Seller to Buyer. Both Buyer and Seller shall treat each other's Confidential Information as confidential; shall not use such Confidential Information except in connection with this Agreement, and shall not disclose such Confidential Information to any third-party who has not executed an agreement to maintain the confidentiality of the Confidential Information with restrictions at least as restrictive as those set forth herein. All technical, business, sales, distribution channel, financial, marketing, pricing, planning, competitor information, and the lists of customers who have purchased Goods from Seller are considered Confidential Information. Confidential Information does not include information that is: (i) generally known and available in the public domain; (ii) was known to either Seller or Buyer prior to the date of disclosure; (iii) was received from a third-party without any obligation of confidentiality; or (iv) was independently developed without reliance on Confidential Information. Given the nature of the Confidential Information and the likely consequences of its unauthorized use or disclosure, monetary damages would not be an adequate remedy and both Seller and Buyer reserve the right to seek and obtain injunctive relief, in addition to any other remedy that may be available, in any proper forum.

15. INTELLECTUAL PROPERTY INDEMNITY

A. By Seller. Seller agrees to defend any suit, proceedings, or counterclaim against Buyer for the infringement of any United States Letters Patent by: (1) any Goods, of whatever kind, or any parts thereof, made to Seller's design or specifications, but only in the form, state or condition supplied under these Terms and Conditions; or (2) any use of such Goods where the Goods constitute a material part of any patented method of such patent and are not a staple article or commodity of commerce suitable for substantial non-infringing use. Such defense is conditioned upon Seller being: (1) notified promptly in writing of any charges of infringement; (2) given authority to direct and control the defense of such charge or suit; and (3) furnished such information and assistance, at Seller's expense, as may be necessary for such defense. Seller shall pay all costs and damages awarded therein against Buyer. If at any time, such Goods or any part thereof, or their use, are considered by Seller to constitute infringement, Seller may, at its own expense: (1) procure for Buyer the right to continue using such Goods; (2) modify the Goods so they become non-infringing; or (3) remove the Goods and refund the purchase price and the transportation costs thereof, if any. The foregoing states the entire liability of Seller for patent infringement by such Goods or their use.

B. By Buyer. If Buyer asks Seller to produce any Goods based on designs, specifications, or requirements provided by Buyer, or asks Seller to produce a product to which Buyer represents that Buyer has ownership rights and/or has a license to have built for Buyer (collectively hereinafter "Buyer Provided Specs"), then Buyer agrees to defend and indemnify Seller against any claims, suits, proceedings (whether in court or out of court) of all types whatsoever against Seller, its parent company, agents or affiliates, and shall indemnify Seller against all costs, damages, judgments, settlements, and compromises (including court costs and attorneys' fees) arising out of the infringement or claimed infringement of any patent, trademark, service mark, trade secret, copyright, moral rights or other claims of violation of intellectual property anywhere in the world by: (1) Buyer's request that Seller reproduce, manufacture, modify, utilize, or incorporate Buyer Provided Specs into an order placed with Seller; or (2) any misrepresentation by Buyer that it had ownership rights and/or a license to have products built for it when such representation was not accurate and/or resulted in claims against Seller based upon Seller's completion of a project for Buyer under such misrepresentation. Buyer shall pay all costs, damages, judgments, settlements, and compromises (including court costs and attorneys' fees) arising out of or related to such claims, suits, proceedings (whether in court or out of court) against Seller, its parent company, agents, or affiliates.

16. INDEMNIFICATION AND INSURANCE

Buyer shall indemnify, defend, and hold Seller harmless against all liabilities, damages, claims, losses, costs and expenses (including reasonable legal fees), relating to property damage, death, and/or bodily injury arising out of Buyer's actions, omissions, or performance under any agreements to which these Terms and Conditions are applicable in full or in part.

Seller shall indemnify, defend, and hold harmless Buyer against all liabilities, damages, claims, losses, costs, and expenses (including reasonable legal fees) relating to property damage, death, and/or bodily injury to the extent arising out of Seller's negligence, intentional misconduct, or performance under the Agreement.

Buyer shall maintain general liability insurance including coverage in an amount no less than five million (U.S. \$5,000,000) dollars per claim for property damage, bodily injury, and contractual liability. Until Seller is in receipt of full payment by Buyer, Buyer shall maintain insurance in an amount that is sufficient to cover the cost of the System. Further, Buyer shall maintain insurance in an amount that is sufficient to cover the cost of any equipment owned by Buyer such as jigs, tools, drawings, fixtures, dies, molds, patterns and materials in Seller's possession for the purposes of building Buyer's System until such time that Buyer's property is returned to Buyer. Unless otherwise agreed to by Buyer and Seller, Seller shall not maintain insurance on such Buyer-provided materials and will not assume any liability for destruction or loss of the same.

17. CHANGES

Seller reserves the right to alter, modify, or redesign its Goods without any obligation to notify Buyer or replace previous Goods sold to Buyer.

18. DELAYS; FORCE MAJEURE

Seller shall not be liable to the Buyer for any delay in any performance or for failure to render any performance, or any loss or damage associated therewith, when such delay or failure is directly or indirectly caused by governmental laws or regulations (whether or not valid); acts of war; acts of government; acts of God; acts of terrorism; sabotage; civil disturbances; strikes or other labor disturbances; equipment failure; the inability to procure raw materials, power, equipment, labor or other supplies on an economical or other basis; explosions; accidents; transportation delays or shortages; floods; landslides; epidemics; or similar or dissimilar events or conditions that are beyond the reasonable control of Seller, in any of the foregoing cases whether or not foreseeable (collectively hereinafter the "Force Majeure Event"). In expansion and not limitation of the foregoing, a Force Majeure Event shall be deemed to delay or prevent performance if it directly or indirectly causes the timely performance by Seller of any of its obligations to be commercially impracticable. Seller shall not be denied relief under this paragraph if it fails to avoid or resolve any Force Majeure Event, except to the extent that it fails to employ commercially reasonable efforts to avoid or resolve such event, which efforts shall not be required to include the expenditure of funds. Upon the occurrence of any Force Majeure Event, Seller shall have the right to extend the date upon which any performance hereunder is due and to allocate Goods among its customers in its sole discretion. In the event of any prolonged Force Majeure Event, Seller may, at its option and without liability, cancel all or any portion of this Agreement. This paragraph shall be effective and apply even if the Force Majeure Event invoked by Seller had been in effect on the date of Seller's acceptance of the Agreement. This Section supplements, and does not replace, any remedies available to Seller under applicable law.

19. CANCELLATION; TERMINATION

Cancellation by Buyer. Buyer may cancel an Agreement only upon Seller's written consent. There shall be absolutely no cancellations of an Agreement after completion of System production. If Buyer attempts to cancel an Agreement following completion of System production, Buyer shall pay Seller the full price established in the Agreement within sixty (60) days of completion of System production, irrespective of whether Buyer arranges for System shipment.

Suspension of Performance or Termination by Seller. Seller shall have the right to suspend performance under this Agreement, or terminate this Agreement in whole or in part, at its sole discretion, and without liability to Buyer, if: (1) Buyer fails to comply with any of the terms set forth in the Agreement (including without limitation withholding of any approvals required hereunder); (2) at any time the Buyer fails to post security or execute documentation required for a Purchase Money Security Interest within (15) days after Seller has requested the same; (3) there is an interruption or suspension of manufacture or assembly at the Buyer's direction for a period of thirty (30) days or more, regardless of whether they are consecutive and regardless of cause; or (4) at any time, Buyer makes an assignment for the benefit of creditors, ceases doing business as a going concern, or becomes insolvent, or if a voluntary or involuntary petition for bankruptcy is filed by or against Buyer, or a trustee, receiver or liquidator is appointed to Buyer. Additionally any occurrence of breach by Buyer shall be grounds for Seller to invoke any remedies provided herein and any other legal or equitable remedies under applicable law.

Remedies upon Cancellation or Termination. If the Agreement is canceled for any reason prior to completion of System production, Buyer shall pay Seller for any and all costs actually incurred by Buyer in performance of this Agreement up to and including the date of cancellation, any prorated tooling charges remaining unpaid, the costs of settling and paying claims arising out of the termination of work under Seller's subcontracts or vendors, and all actual costs incurred by Seller in connection with any uncompleted portion of the Agreement, plus ten percent (10.0%) of the total price of the Agreement as a cancellation fee ("Cancellation Fee"). Seller may deduct payments previously made by Buyer from the amount due. Seller shall then invoice Buyer for any remainder, to be paid by Buyer within ten (10) days of the date of the invoice. In the event a surplus exists from Buyer's initial payments, Seller shall return the remainder, if any, to Buyer, within a reasonable time of Buyer's cancellation. Seller shall have no responsibility or liability to Buyer for Seller cancellation, except for the return of any surplus funds due to Buyer. Should Seller complete performance under the Agreement, Seller shall be paid the full amount of the Agreement.

20. COMPLIANCE WITH LAWS

Buyer shall, at its own expense, comply with all applicable laws, regulations and other requirements of every applicable governmental authority, agency, or instrumentality and assume all liabilities or obligations imposed there with respect to Buyer's performance under any agreements to which these Terms and Conditions are applicable in whole or in part and to the use of Seller's Goods. Without limiting the generality of the foregoing, Buyer represents and warrants that it complies with the following laws (as amended) and any rules and regulations, if applicable, to the manufacture of Goods: (a) Federal Occupational Health and Safety Act of 1970; (b) Fair Labor Standards Act of 1938; (c) EC Directive on the Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment; (d) EC Directive on Waste Electrical and Electronic Equipment; and (e) laws regarding discrimination as to age, race, color, religious creed, sex, ancestry or national origin, physical or mental disability or veteran status.

Buyer shall comply with all applicable laws and regulations with respect to the business conducted with Seller, including (without limitation) all applicable "Anti-bribery Laws," which prohibit the payment or transfer directly or indirectly of anything of value to governments, government officials, state-owned enterprises, political parties, political party officials, or to relatives or associates of such officials, in connection with obtaining or maintaining business or an improper business advantage.

The U.S. government also imposes and enforces prohibitions on the payment or transfer of anything of value (either directly or indirectly) to governments, government officials, political parties, political party officials, or to relatives or associates of such officials, in connection with obtaining or maintaining business. This U.S. law is referred to as the Foreign Corrupt Practices Act (FCPA), and it can have application to conduct of a U.S. corporation's foreign subsidiaries, employees and agents. A summary of the law and related information can be found at <http://www.justice.gov/criminal/fraud/fcpa>. Buyer warrants that:

- A. It is familiar with the provisions and restrictions contained in the FCPA.
- B. It shall comply with the FCPA in all respects. It shall not offer, promise, give, demand, seek or accept, directly or indirectly, any gift or payment, consideration or benefit in kind which would or could be construed as an illegal or corrupt practice.

Buyer acknowledges that the goods and technical data, if any, which are purchased or received under these Terms of and Conditions may be subject to the export controls of the U.S. Export Administration Regulation, the U.S. Department of Treasury Office of Foreign Assets Control, the U.S. Department of State and other U.S. agencies, as well as the export control regulations of foreign countries. Buyer acknowledges and agrees that the material and technical data, if any, which Buyer purchased or received under these Terms and Conditions and shall not be used for any prohibited purpose or transferred to a prohibited person or entity. Further, none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries upon which the United States maintains an embargo, or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Lists of Parties of Concern (collectively, "Designated Nationals") or for any restricted end-use. Any diversion contrary to U.S. law is prohibited.

By purchasing Goods from Seller, Buyer represents and warrants that Buyer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National, and that you shall not re-export, divert or transfer the Goods you purchase on this Website to an embargoed country, person or entity. Buyer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

Buyer further represents and warrants that Buyer shall (i) comply strictly with all legal requirements established under these controls; (ii) cooperate fully with Seller in any official or unofficial audit or inspection that relates to these controls; and (iii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any purchased items or related technical information, document, or material or direct products thereof to any country, entity, person or end-user so restricted by the U.S. Export Administration Regulations or any other law or regulation, as modified by time to time, or to any national or resident thereof. Seller makes no representation that any items purchased for sale from Seller are appropriate for the use intended or available for use in other locations. Buyer is solely responsible for compliance with all applicable laws, including without limitation, export and import regulations of the United States and other countries.

Upon Seller's request, Buyer shall sign a compliance certificate attesting that it and its employees, agents and representatives are currently and shall continue to be in compliance with all applicable laws and these Terms and Conditions.

21. LIMITATION ON CAUSES OF ACTION

Any action by Buyer for breach of the Agreement must be commenced within eighteen (18) months of the date of the alleged breach of the Agreement without regard to the date the breach is discovered. Any action not brought within eighteen (18) months shall be barred without regard to any other limitations period set forth by law or statute.

22. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF OR RESULTING FROM THE SALE, DELIVERY, SERVICING, USE, OR LOSS OF THE GOODS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION, SHALL SELLER'S AGGREGATE LIABILITY TO BUYER EXCEED THE PRICE PAID BY BUYER FOR THE GOODS OR SYSTEM GIVING RISE TO SUCH DAMAGES.

23. CUSTOMER ASSISTANCE POLICY

Seller's goal is to meet Buyer's needs and to exceed its expectations. On occasion, Buyer or End User may ask Seller for information or advice about their use of Seller's Goods. Seller's employees respond to inquiries to the best of their ability based on information provided to them by the Buyer or End User and the knowledge they have concerning the Goods in question. Seller's employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular application and therefore any advice that they may give is for informational purposes only. ACCORDINGLY, SELLER DOES NOT WARRANT, GUARANTEE, OR ASSUME ANY LIABILITY WITH RESPECT TO SUCH INFORMATION OR ADVICE. MOREOVER, PROVIDING SUCH INFORMATION OR ADVICE DOES NOT CREATE, EXPAND, OR ALTER ANY WARRANTY ON SELLER'S GOODS. Any express or implied warranty that might arise from the information or advice, including any implied warranty of merchantability or any warranty of fitness for any Buyer's or End User's particular purpose is expressly disclaimed. The selection and use of specific products sold by Seller is solely within the control of, and remains the sole responsibility of Buyer or End User. Many variables beyond the control of Seller affect the results obtained in applying these types of fabrication methods and service requirements.

24. RELATIONSHIP OF THE PARTIES

The relationship of Seller and Buyer is that of independent contractors. Seller's relationship with Buyer shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture, or agency of any kind. Unless otherwise specified under these Terms and Conditions, Buyer agrees to pay, and shall solely bear, all of its incurred expenses in connection with this Agreement, including without limitation all travel, lodging, and entertainment expenses. Buyer shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Seller or to bind Seller in any respect whatsoever.

25. SOFTWARE

Goods sold by Seller may include the appropriately licensed software normally provided therewith by the manufacturer. Software shall remain the property of its licensor. The terms and conditions of any software license agreement covering the software are incorporated herein by reference and supersede anything to the contrary herein. Buyer and End User agree to be bound by such terms and conditions, particularly those limiting the use and transfer of the software. Except as otherwise permitted therein, Buyer and End User shall use the software only with the Goods and shall not copy, remove, sublicense, rent, transfer, assign, sell, alter, modify or encumber the software without licensor's prior written consent. Software is warranted only to the extent provided for directly by the licensor. Seller makes no warranty as to the performance of any software. Buyer and/or End User shall be fully responsible for, and shall indemnify, hold harmless, and, if so requested by Seller, defend Seller from and against, all matters whatsoever arising out of or in connection with or relating to software, including, without limitation, the ownership, copyrights, licensing, licensing terms, licensed quantities, warranties, functionality, fitness for use, operation, installation, malicious or criminal use and/or de-installation thereof.

26. DISPUTES AND APPLICABLE LAW

In the event of any controversy, claim, or dispute arising out of or relating to this Agreement (a "Dispute"), Seller and Buyer shall seek to resolve the matter amicably through mutual discussions to be initiated by written notice by the aggrieved party to the other party as promptly as possible after a Dispute arises. Such discussions are to be conducted diligently in good faith by both Seller and Buyer. Such discussions may be conducted over the telephone, or at a meeting or meetings, held at the principal offices of Seller, or at such other location as the parties may agree. If the Dispute cannot be resolved through mutual discussions as set forth above, either party may commence an action to resolve the Dispute in the Federal or state courts of the State of Ohio, and each of the Parties irrevocably submits to the exclusive jurisdiction of such courts, waives any objection it may now or hereafter have as to venue or as to convenience of forum, and agrees that all claims in respect to such Dispute be heard and determined only in such courts. Process in any such Dispute may be served on any party anywhere in the world. These Terms and Conditions and any agreements arising therefrom shall be governed and construed under the laws of the State of Ohio, as applied to contracts entered into and performed in that State, specifically excluding any conflict or choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to these Terms and Conditions or any agreements created thereby or construed therewith.

27. NO ASSIGNMENT

Buyer may not assign any of Buyer's rights or obligations under this Agreement without the express written consent of Seller.

28. ENTIRE AGREEMENT; MODIFICATION

This Agreement is the final and exclusive agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, relating to the subject matter hereof. The Agreement may not be varied, modified, altered, or amended unless agreed to in writing by Buyer and Seller.

29. NO WAIVER

No waiver will be binding unless made in writing and signed by the party making the waiver. No waiver of any breach by the other party of any provision hereof shall be deemed a waiver of any other, preceding, or succeeding breach of the same or any other provision, nor will any waiver constitute a continuing waiver. The delay by or failure of a party to enforce any provision of this Agreement shall not be construed as a waiver of that provision, nor shall it prevent that party from thereafter enforcing that provision or any other provision hereof.

30. SEVERABILITY

If any provision in an Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force without being impaired or invalidated in any way.

CUSTOMER ASSISTANCE POLICY

The Lincoln Electric Company is manufacturing and selling high quality welding equipment, consumables, and cutting equipment. Our challenge is to meet the needs of our customers and to exceed their expectations. On occasion, purchasers may ask Lincoln Electric for information or advice about their use of our products. Our employees respond to inquiries to the best of their ability based on information provided to them by the customers and the knowledge they may have concerning the application. Our employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular weldment. Accordingly, Lincoln Electric does not warrant or guarantee or assume any liability with respect to such information or advice. Moreover, the provision of such information or advice does not create, expand, or alter any warranty on our products. Any express or implied warranty that might arise from the information or advice, including any implied warranty of merchantability or any warranty of fitness for any customers' particular purpose is specifically disclaimed.

Lincoln Electric is a responsive manufacturer, but the selection and use of specific products sold by Lincoln Electric is solely within the control of, and remains the sole responsibility of the customer. Many variables beyond the control of Lincoln Electric affect the results obtained in applying these types of fabrication methods and service requirements.

Subject to Change – This information is accurate to the best of our knowledge at the time of printing. Please refer to www.lincolnelectric.com for any updated information.

LINCOLN
ELECTRIC

**Cutting
Systems**

Mailing List

American Welding & Gas, Inc
3900 W North Ave
Stone Park, IL 60165

Welding Industrial Supply (WISCO)
2200 N Western Ave
Chicago, IL 60647

Airgas, Inc.
1601 Nicholas Blvd
Elk Grove Village, IL 60007

EWS Welding Supply, Inc
1161 Mc Cabe Ave
Elk Grove Village, IL 60007

Praxair Distribution, Inc.
880 Lively Blvd
Elk Grove Village, IL 60007

Porter Pipe & Supply Co
401 S Rohlwing Rd
Addison, IL 60101

Weldstar Co-Location 1
1750 Mitchell Rd
Aurora, IL 60505

Lincoln Electric Company
1170 Trademark Dr #101
Reno, NV 89521

Gymnasium Floor Refinishing & Gymnasium Painting – Building R

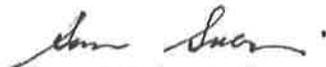
Six firms submitted bids for the Gymnasium Floor Refinishing & Gymnasium Painting – Building R Project. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, March 19, 2019, the bids were publicly opened and read aloud in room A-300 by Nancy Schaefer, Purchasing, John Lambrecht, O & M, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by a representative from Nedrow.

It is recommended that the Board of Trustees accept the proposals submitted by Vortex Commercial Flooring for gymnasium floor refinishing and Cosgrove Construction, Inc. for gymnasium painting in accordance with their low specified bids. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY	NET COST
Vortex Commercial Flooring (gymnasium floor refinishing) 25 W. Official Rd. Addison, IL 60101	\$63,420.00
Cosgrove Construction, Inc. (gymnasium painting) 20654 Amherst Ct. Joliet, IL 60433	\$42,075.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70900501-580400041
A/C Name	Gymnasium Floor & Paint
Budget	\$ 105,495.00
Prev. Expend.	\$ 0.00
Schedule	\$ 105,495.00
Balance	\$ 0.00

Memorandum

March 28, 2019

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Gymnasium Floor Refinishing & Gymnasium Painting – Building R



Operations & Maintenance

Triton College received 6 bids from vendors for the Gymnasium Floor Refinishing & Gymnasium Painting – Building R Project.

The lowest, qualified bidder for the Gymnasium Floor Refinishing was Vortex Commercial Flooring in the Base Bid and Alternate 1 amount of \$63,420.00.

The lowest, qualified bidder for the Gymnasium Painting was Cosgrove Construction, Inc. in the Base Bid of \$42,075.00.

The total amounts include the project contingency amounts.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to be awarded to Vortex Commercial Flooring in the total amount of \$63,420.00 for the Gymnasium Floor Refinishing and to Cosgrove Construction, Inc. in the amount of \$42,075.00 for the Gymnasium Painting.

I support this recommendation and agree that the bids should be awarded to Vortex Commercial Flooring and Cosgrove Construction, Inc. in the total amount of \$105,495.00.

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

John



March 26, 2019

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

RE: BID RECOMMENDATION
GYMNASIUM FLOOR REFINISHING
& GYMNASIUM PAINTING - BUILDING R
TRITON COLLEGE
PROJECT NO. 19011

Dear Mr. Lambrecht:

On Tuesday, March 19th at 1:30 P.M. six (6) sealed bids were publicly opened and read for the Gymnasium Floor Refinishing and Gymnasium Painting project at Building R. The low qualified bidders were Vortex Commercial Flooring in the base bid and alternate 1 amount of \$63,420 and Cosgrove Construction, Inc, in the bid amount of \$42,075. This base bid also includes the project contingency amount for each bid package.

We contacted Both Vortex Commercial Flooring and Cosgrove Construction, Inc and they have both confirmed their bids. The project requirements were reviewed and both contractors demonstrated an understanding of the scope of work and project time line. Both Vortex Commercial Flooring and Cosgrove Construction, Inc have 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 Gymnasium Refinishing and Gymnasium Painting Project at Building R to the low qualified bidders, Vortex Commercial Flooring and Cosgrove Construction, Inc in the base bid, alternate 1 and contingency amounts of \$63,420 and \$42,075, respectively.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

A handwritten signature in black ink that reads "Gaspare Pitello". The signature is written in a cursive style with a prominent initial "G".

Gaspare P. Pitello, ALA
Associate Principal

Attachments
WMS/dls

J:\Triton College\19011 Gym Refinishing - Building R\1 Docs\Bidding\19011 LOR.wpd



Project: Gymnasium Floor Refinishing and Gym Painting - Building R
 Owner: Triton College
 Project No.: 19011
 Bid Date/Time: Tuesday, March 19, 2019 @ 1:30 P.M.

	CONTRACTOR	BID BOND	ADDENDUM	BID PACKAGE 1: FLOOR REFINISHING BASE BID + 10% CONTINGENCY	ALTERNATE 1: FINAL CONSTRUCTION CLEANING	ALTERNATE 2: REMOVE & REPLACE 770 SF OF DAMAGED FLOORING	BID PACKAGE 2: GYM PAINTING BASE BID + 10% CONTINGENCY	NOTES
1	Cossgrove Construction, Inc	x	x				\$42,075.00	
2	DES Painting	x	x				\$48,779.00	
3	Floors Incorporated	x		\$168,850.00	\$25,000.00			No addendum
4	Nedrow	x	x				\$51,975.00	
5	Stalker Sports Floors	x	x	\$76,725.00	\$46,350.00	\$21,450.00		
6	Vortex Commercial Flooring	x	x	\$57,420.00	\$6,000.00	\$28,500.00		
7								
8								
9								
10								
11								
12								

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

BID SUMMARY FORM

BID PACKAGE 1 – GYMNASIUM FLOOR REFINISHING

BIDDER NAME: Vortex Commercial Flooring

BASE BID TOTAL: \$52,200.00

CONSTRUCTION CONTINGENCY (@ 10% OF BASE BID): \$5,220.00

TOTAL BID: \$57,420.00

ALTERNATE NO. 1: \$6,000.00

ALTERNATE NO. 2: \$23,500.00

BID PACKAGE 2 – GYMNASIUM PAINTING

BIDDER NAME: _____

BASE BID TOTAL: _____

CONSTRUCTION CONTINGENCY (@ 10% OF BASE BID): _____

TOTAL BID: _____

TRITON COLLEGE
DISTRICT #504
SUBJECT: ADDENDUM #1

SCHEDULE 2.4
March 13, 2019

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



John Lambrecht
Vice President – Business Services

QUANTITY	ARTICLE DESCRIPTION
----------	---------------------

**GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING –
BUILDING R – ADDENDUM #1**

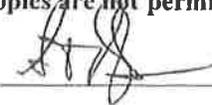
Please visit www.triton.edu/rfp to check for any additional addendums or changes.

**RESPONSE OPENING : 1:30 P.M., LOCAL TIME, Tuesday, March 19, 2019
IN ROOM A 300 (Learning Resource Center).**

QUESTIONS, PLEASE CONTACT ARCON ASSOCIATES, INC. –
Mr. Gasoare Pitrello (630) 495-1900 Ext. 210 or email 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
P.M., local time, on Tuesday, March 19, 2019. Facsimile or e-mail copies are not permissible.**

FIRM: Vertex Commercial Flooring

SIGNATURE: 

ADDRESS: 25 W offical Rd

CONTACT: Shawn Drake

CITY & STATE: Addison, IL 60101

TELEPHONE: 708-417-5953



March 13, 2019

ADDENDUM NO. 1
GYMNASIUM FLOOR REFINISHING AND
GYMNASIUM PAINTING - BUILDING R
TRITON COLLEGE
PROJECT NO. 19011

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

The Contractor/Bidder shall acknowledge in writing on his bid proposal form the receipt of this Addendum.

This Addendum shall be part of the Specifications and Drawings for this project and shall be part of the actual contract document to complete the work. When the Architect issues an Addendum, it is the Bidder's responsibility to copy and insert it into the bid documents they have obtained from the Architect or Owner.

There are two (2) items in this Addendum.

ITEM NO. 1: BID PACKAGE 1
PROJECT MANUAL, SECTION 00 00 02 - BID FORM

Use Revised Bid Form, attached.

ITEM NO. 2: BID PACKAGE 1
PROJECT MANUAL, SECTION 01 23 00 - ALTERNATES
ALTERNATE NO. 2

Insert Alternate No. 2 into the Bid Documents. See Revised Section 01 23 00 - Alternates, which includes Alternate No. 2.

ITEM NO. 3: DRAWINGS
SHEET A1.1

Replace existing sheet A1.1, attached.

END OF ADDENDUM NO. 1

attachments

ART/rac
J:\Triton College\19011 Gym Refinishing - Building R\1 Spec\Addendum No. 1\19011AD001.wpd

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

Name of Bidder: Vortex Commercial Flooring
Address: 25 W Official Rd
City, State, Zip: Addison, IL 60101
Phone: 708-417-5953 Contact: Shawn Drake

The undersigned acknowledges receipt of:

PROJECT: Gymnasium Floor Refinishing and Gymnasium Painting – 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

Bid Opening – Tuesday, March 19, 2019, 1:30 PM, Learning Resource Center, Building A, Room A-300.

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – 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 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

ADDENDA

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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

3/13/2019

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 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.

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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 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.

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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.

Jane Stepanek
Legal Name of person, corporation, partnership
or joint venture

[Signature] VP/CEO
Signature and Title

If Corporation, affix Corporate Seal

Dated March 18, 2019.

If a Corporation

NAME

ADDRESS

Del Church
JANE STEPANEK

President

Secretary

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

Treasurer _____

Corporation, State of _____

If a Partnership

NAME OF PARTNERS

ADDRESS

If a Joint Venture

NAME OF MEMBERS

ADDRESS

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

SUBMITTAL:

Vortex Commerical Flooring
BIDDER

25 W. Offical Rd
BIDDER ADDRESS

Addison, IL 60101
CITY, STATE AND ZIP CODE

3/18/2019
DATE

Shawn Drake
BY:


SIGNATURE

Wood Division
TITLE

630-458-8600
BUSINESS TELEPHONE

630-458-8601

FAX

Sdrake@vortexchicago.com
E-MAIL

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

TRITON COLLEGE
Gymnasium Floor Refinishing and Gymnasium Painting – Building R
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove IL 60171

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

Name of Bidder: COGGROVE CONSTRUCTION/INC

Address: 20654 AMHERST CT

City, State, Zip: JOLIET IL 60433

Phone: (815) 774-0036 Contact: BOB MARTINO

The undersigned acknowledges receipt of:

PROJECT: Gymnasium Floor Refinishing and Gymnasium Painting – 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

Bid Opening – Tuesday, March 19, 2019, 1:30 PM, Learning Resource Center, Building A, Room A-300.

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – 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 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

ADDENDA

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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 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.

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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.

Cosgrove Construction Inc

Legal Name of person, corporation, partnership
or joint venture

If Corporation, affix Corporate Seal

Signature and Title

President

Dated 3-18, 2019.

If a Corporation

NAME Cosgrove Construction Inc ADDRESS 20654 Amherst Ct Joliet, IL
21837 Blue Bird Lane Frankfort, IL 60433 President Tim Cosgrove
17234 Rob Ave Elwood, IL 60421 Secretary Thomas Cosgrove

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING - BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

181 Hawthorn Lane New Lenox, IL Treasurer Martin Cosgrove
60451
Corporation, State of IL

If a Partnership

NAME OF PARTNERS

ADDRESS

_____	_____
_____	_____
_____	_____

If a Joint Venture

NAME OF MEMBERS

ADDRESS

_____	_____
_____	_____
_____	_____

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

BID SUMMARY FORM

BID PACKAGE 1 – GYMNASIUM FLOOR REFINISHING

BIDDER NAME: _____

BASE BID TOTAL: _____

CONSTRUCTION CONTINGENCY (@ 10% OF BASE BID): _____

TOTAL BID: _____

ALTERNATE NO. 1: _____

ALTERNATE NO. 2: _____

BID PACKAGE 2 – GYMNASIUM PAINTING

BIDDER NAME: COSGROVE CONSTRUCTION INC

BASE BID TOTAL: \$38,250.00

CONSTRUCTION CONTINGENCY (@ 10% OF BASE BID): \$3,825.00

TOTAL BID: 42,075.00

**TRITON COLLEGE
GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING – BUILDING R
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

SUBMITTAL:

Cosgrove Construction Inc

BIDDER

20654 Amherst Ct

BIDDER ADDRESS

Joliet, IL 60433

CITY, STATE AND ZIP CODE

3-18-19

DATE

Tim Cosgrove

BY:

[Signature]

SIGNATURE

President

TITLE

815.774.0036

BUSINESS TELEPHONE

815.774.9860

FAX

TCosgrove @ Cosgrove Construction Inc.com

E-MAIL

pm = B Martino @ Cosgrove Construction Inc.com

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

TRITON COLLEGE

Gymnasium Floor Refinishing and Gymnasium Painting – Building R
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove IL 60171

TRITON COLLEGE
DISTRICT #504
SUBJECT: ADDENDUM #1

SCHEDULE 2.4
March 13, 2019

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



John Lambrecht
Vice President – Business Services

QUANTITY ARTICLE DESCRIPTION

**GYMNASIUM FLOOR REFINISHING AND GYMNASIUM PAINTING –
BUILDING R – ADDENDUM #1**

Please visit www.triton.edu/rfp to check for any additional addendums or changes.

**RESPONSE OPENING : 1:30 P.M., LOCAL TIME, Tuesday, March 19, 2019
IN ROOM A 300 (Learning Resource Center).**

QUESTIONS, PLEASE CONTACT ARCON ASSOCIATES, INC. –
Mr. Gasoare Pitrello (630) 495-1900 Ext. 210 or email 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
P.M., local time, on Tuesday, March 19, 2019. Facsimile or e-mail copies are not permissible.**

FIRM: COSGROVE CONSTRUCTION INC SIGNATURE: 

ADDRESS: 20654 AMHERST G CONTACT: BOB MARTINO

CITY & STATE: JOLIET IL TELEPHONE: (815) 774-0036

Main Entrance Stair Replacement – Building A

5 firms submitted bids for the Main Entrance Stair Replacement – Building A Project. 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, April 2, 2019, the bids were publicly opened and read aloud in room A-300 by Nancy Schaefer, Purchasing, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by John Lambrecht, John Knox, and Steve Mazurek, O & M, Aaron Mikottis, Arcon Associates, Inc., and representatives from Landmark Contractors, Happ Builders, Builders Land, Abbey, ATP, and Edwin Anderson.

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

Recommendation along with tabulation is attached.

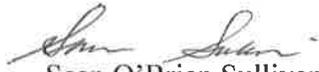
COMPANY

Berglund Construction Company
8410 S. South Chicago Ave.
Chicago, IL 60617

NET COST

\$485,313.66

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70900501-580400049
A/C Name	Main Entrance Stair Replacement Building A

Budget	\$	485,313.66
Prev. Expend.	\$	0.00
Schedule	\$	485,313.66
Balance	\$	0.00

Memorandum

April 09, 2019

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Main Entrance Stair Replacement - Building A



Operations & Maintenance

Triton College received 5 bids from vendors for the Main Entrance Stair Replacement - Building A Project.

The lowest, qualified bidder was Berglund Construction Company in the Base Bid and Alternate 1 amount of \$485,313.66.

The total amount includes the project contingency amount.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to be awarded to Berglund Construction Company in the Base Bid and Alternate 1 amount of \$485,313.66.

I support this recommendation and agree that the bid should be awarded to Berglund Construction Company in the Base Bid and Alternate 1 amount of \$485,313.66.

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

John



April 9, 2019

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

RE: BID RECOMMENDATION
MAIN ENTRANCE CONCRETE
STAIR REPLACEMENT - BUILDING A
TRITON COLLEGE
PROJECT NO. 19012

Dear Mr. Lambrecht:

On Tuesday, April 2, 2019 at 1:30 P.M. five (5) sealed bids were publicly opened and read for the Main Entrance Concrete Stair Replacement Project at Building A. The low qualified bidder was Berglund Construction Company, in the Base Bid and Alternate No. 1 amount of \$485,313.66. The Bid includes the project contingency amount.

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

Be advised that a lower bid was submitted by ATP Enterprise Group, Inc, Northfield, Illinois. ATP Enterprise Group, Inc has requested that their bid be withdrawn because it is incomplete. (See attached letter.)

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Main Entrance Concrete Stair Replacement Project at Building A to the low qualified bidder, Berglund Construction Company in the Base Bid, Alternate No. 1 and Contingency amount of \$485,313.66.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

A handwritten signature in black ink that reads "Gaspare Pitello".

Gaspare P. Pitello, ALA
Associate Principal

Attachments

GPP/rac

Project: Main Entrance Concrete Stair Replacement

Owner: Triton College

Project No.: 19012

Bid Date/Time: Tuesday, April 2, 2019 @ 1:30 P.M.



	CONTRACTOR	BID BOND	ADDENDUM	BASE BID + 10% CONTINGENCY	ALTERNATE 1: ELECTRICAL WORK	NOTES
1	Abbey Paving & Sealcoating	x	x	\$506,990.00	\$121,555.00	\$628,545.00 Total
2	ATP Enterprises Group	x	x	\$262,900.00	\$17,000.00	*\$279,900.00 Total
3	Berglund Construction	x	x	\$432,323.66	\$52,990.00	\$485,313.66 Total
4	Happ Builders	x	x	\$397,540.00	\$108,000.00	505,540.00 Total
5	Landmark Contractors	x	x	\$374,374.00	\$114,436.00	\$488,810.00 Total

* Withdrew Bid

ATP Enterprise Group Inc.

General Contractor

400 Central Ave Suite 250

Northfield, IL 60093

e-mail: info@atpil.com

phone: (847) 656-3436

April 3, 2019

Gaspare Pitrello/ Project Architect

ARCON Associates, Inc.

2050 South Finley Road, suite 40

Lombard, IL 60148

Re: Withdraw Letter

Main Entrance Concrete Stair Replacement – Building A

Triton College

2000 Fifth Avenue, River Grove, IL 60171

Mr. Pitrello,

After review of our bid for the above referenced project on April 2, we regret to inform there are some errors in our bid and the request is to withdraw our bid, we hope this is for best interest of your project success.



Peter Kis – President



117/152

TRITON COLLEGE
DISTRICT #504
SUBJECT: Request for Bid

SCHEDULE 2.4
April 2, 2019

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



John Lambrecht
Associate Vice President – Facilities

QUANTITY	ARTICLE DESCRIPTION
----------	---------------------

MAIN ENTRANCE CONCRETE STAIR REPLACEMENT – BUILDING A

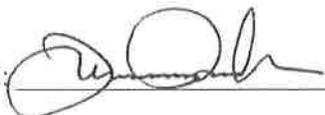
Please visit www.triton.edu/rfp to check for any additional addendums or changes.

RESPONSE OPENING: 1:30 pm, LOCAL TIME, Tuesday, April 2, 2019
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

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, April 2, 2019. Facsimile or e-mail copies are not permissible.

FIRM: Berglund Construction Company

SIGNATURE: 

ADDRESS: 8410 S. South Chicago Avenue

CONTACT: Jack Tribbia

CITY & STATE: Chicago, IL

TELEPHONE: 773-374-1000

**TRITON COLLEGE
MAIN ENTRANCE CONCRETE STAIR REPLACEMENT – BUILDING A
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

Name of Bidder: Berglund Construction Company

Address: 8410 S. South Chicago Avenue

City, State, Zip: Chicago, IL 60617

Phone: 773-374-1000 Contact: John McHugh

The undersigned acknowledges receipt of:

PROJECT: Main Entrance Concrete Stair Replacement – Building A

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

Bid Opening – Tuesday, April 2, 2019, 1:30 PM, Learning Resource Center, Building A, Room A-300.

**TRITON COLLEGE
MAIN ENTRANCE CONCRETE STAIR REPLACEMENT – BUILDING A
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 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
MAIN ENTRANCE CONCRETE STAIR REPLACEMENT – BUILDING A
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

March 27, 2019

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

Agrees:

**TRITON COLLEGE
MAIN ENTRANCE CONCRETE STAIR REPLACEMENT – BUILDING A
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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 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

**TRITON COLLEGE
MAIN ENTRANCE CONCRETE STAIR REPLACEMENT – BUILDING A
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

(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.

Berglund Construction Company

Legal Name of person, corporation, partnership
or joint venture

If Corporation, affix Corporate Seal

Dated April 2, 20 19.


Signature and Title

**TRITON COLLEGE
MAIN ENTRANCE CONCRETE STAIR REPLACEMENT – BUILDING A
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

If a Corporation

NAME

ADDRESS

<u>Berglund Construction Company</u>	President <u>Fred Berglund</u>
<u>8410 S. South Chicago Avenue</u>	Secretary <u>Cynthia Kielbasinski</u>
<u>Chicago, IL 60617</u>	Treasurer <u>Fred Berglund</u>

Corporation, State of Illinois

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>

**TRITON COLLEGE
MAIN ENTRANCE CONCRETE STAIR REPLACEMENT – BUILDING A
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

BID SUMMARY FORM

BIDDER NAME: Berglund Construction Company

BASE BID TOTAL: \$392,723.66

CONSTRUCTION CONTINGENCY (@ 10% OF BASE BID): \$39,600

TOTAL BID: \$432,323.66

ALTERNATE BID: \$52,990.00

**TRITON COLLEGE
MAIN ENTRANCE CONCRETE STAIR REPLACEMENT – BUILDING A
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

SUBMITTAL:

Berglund Construction Company
BIDDER

8410 S. South Chicago Avenue
BIDDER ADDRESS

Chicago, IL 60617
CITY, STATE AND ZIP CODE

April 2, 2019
DATE

Jack Tribbia
BY:


SIGNATURE

President - Restoration
TITLE

773-374-1000 x. 2250
BUSINESS TELEPHONE

773-374-8847

FAX

jtribbia@berglundco.com
E-MAIL

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

TRITON COLLEGE
Main Entrance Concrete Stair Replacement – Building A
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove IL 60171

Chemical Room Renovation – Building D

4 firms submitted bids for the Chemical Room Renovation – Building D Project. 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, April 2, 2019, the bids were publicly opened and read aloud in room A-300 by Nancy Schaefer, Purchasing, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by John Lambrecht, John Knox, and Steve Mazurek, O & M, Aaron Mikottis, Arcon Associates, Inc., and representatives from Landmark Contractors, Happ Builders, Builders Land, Abbey, ATP, and Edwin Anderson.

It is recommended that the Board of Trustees accept the proposal submitted by Edwin Anderson Construction Co. 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
Edwin Anderson Construction Co. 252 James Street Bensenville, IL 60606	\$82,500.00

APPROVED:


Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70900501-580400050
A/C Name	Chemical Room Renovation Building D

Budget	\$	82,500.00
Prev. Expend.	\$	0.00
Schedule	\$	82,500.00
Balance	\$	0.00

Memorandum

April 09, 2019

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Chemical Storage Room Renovation - Building D



Operations & Maintenance

Triton College received 4 bids from vendors for the Chemical Storage Room Renovation - Building D Project.

The lowest, qualified bidder was Edwin Anderson Construction Company in the Base Bid amount of \$82,500.00.

The total amount includes the project contingency amount.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to be awarded to Edwin Anderson Construction Company in the Base Bid amount of \$82,500.00.

I support this recommendation and agree that the bid should be awarded to Edwin Anderson Construction Company in the Base Bid amount of \$82,500.00.

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

John



April 9, 2019

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

RE: BID RECOMMENDATION
CHEMICAL STORAGE ROOM
RENOVATION - BUILDING D
TRITON COLLEGE
PROJECT NO. 19013

Dear Mr. Lambrecht:

On Tuesday, April 2, 2019 at 1:30 P.M. four (4) sealed bids were publicly opened and read for the Chemical Storage Room Renovation Project at Building D. The low qualified bidder was Edwin Anderson Construction Co., in the Base Bid amount of \$82,500. The Bid includes the project contingency amount.

We contacted Edwin Anderson Construction Co. and they have confirmed their bid. The project requirements were reviewed and Edwin Anderson Construction Co. demonstrated an understanding of the scope of work and project time line. Edwin Anderson Construction Co. 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 Chemical Storage Room Renovation Project at Building D to the low qualified bidder, Edwin Anderson Construction Co. in the Base Bid and Contingency amount of \$82,500.

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

GPP/rac
J:\Triton College\19013 Chemistry Cooler Replacement - Building D\1 Docs\Corr\190131001.wpd

Project: Chemical Storage Room Renovations

Owner: Triton College

Project No.: 19013

Bid Date/Time: Tuesday, April 2, 2019 @ 1:30 P.M.



	CONTRACTOR	BID BOND	ADDENDUM	BASE BID + 10% CONTINGENCY	NOTES
1	Builders Land	x	x	\$98,500.00	
2	Edwin Anderson	x	x	\$82,500.00	
3	Happ Builders	x	x	\$123,970.00	
12	KM Holly	x	x	\$106,000.00	

TRITON COLLEGE
DISTRICT #504
SUBJECT: Addendum #1

SCHEDULE 2.4
April 2, 2019

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



John Lambrecht
Associate Vice President – Facilities

QUANTITY ARTICLE DESCRIPTION

CHEMICAL STORAGE ROOM RENOVATION – BUILDING D - ADDENDUM #1

Please visit www.triton.edu/rfp to check for any additional addendums or changes.

RESPONSE OPENING: 1:30 pm, LOCAL TIME, Tuesday, April 2, 2019
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

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, April 2, 2019. Facsimile or e-mail copies are not permissible.

FIRM: Edwin Anderson Construction Company

SIGNATURE: 

ADDRESS: 252 James Street
Bensenville, IL 60106

CONTACT: Brian Thompson - President

CITY & STATE: _____

TELEPHONE: 847-343-4551

**TRITON COLLEGE
CHEMICAL STORAGE ROOM RENOVATION – BUILDING D
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

Name of Bidder: Edwin Anderson Construction Company
Address: 252 James Street
Bensenville, IL 60106
City, State, Zip: _____
Phone: 847-343-4551 Contact: Brian Thompson

The undersigned acknowledges receipt of:

PROJECT: Chemical Storage Room Renovation – Building D

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

Bid Opening – Tuesday, April 2, 2019, 1:30 PM, Learning Resource Center, Building A, Room A-300.

**TRITON COLLEGE
CHEMICAL STORAGE ROOM RENOVATION – BUILDING D
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 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
CHEMICAL STORAGE ROOM RENOVATION – BUILDING D
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

3/27/19

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

Agrees:

**TRITON COLLEGE
CHEMICAL STORAGE ROOM RENOVATION – BUILDING D
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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 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

**TRITON COLLEGE
CHEMICAL STORAGE ROOM RENOVATION – BUILDING D
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

(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.

Edwin Anderson Construction Company
252 James Street
Bensenville, IL 60106

Legal Name of person, corporation, partnership
or joint venture

If Corporation, affix Corporate Seal


Signature and Title

Dated 4/2, 2019.

President

**TRITON COLLEGE
CHEMICAL STORAGE ROOM RENOVATION - BUILDING D
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

If a Corporation

NAME

ADDRESS

Edwin Anderson Construction Company		President	Brian Thompson
252 James Street		Secretary	Scott Anderson
Bensenville, IL 60106		Treasurer	↓

Corporation, State of Illinois

If a Partnership

NAME OF PARTNERS

ADDRESS

If a Joint Venture

NAME OF MEMBERS

ADDRESS

TRITON COLLEGE
CHEMICAL STORAGE ROOM RENOVATION – BUILDING D
BID FORM & BIDDER IDENTIFICATION

EXHIBIT "A"

BID SUMMARY FORM

Edwin Anderson Construction Company
252 James Street
Bensenville, IL 60106

BIDDER NAME: _____

BASE BID TOTAL: Seventy Six Thousand Dollars \$ 75,000.00

CONSTRUCTION CONTINGENCY (@ 10% OF BASE BID): 7,500.00

TOTAL BID: Eighty Two Thousand Five Hundred Dollars \$ 82,500.00

**TRITON COLLEGE
CHEMICAL STORAGE ROOM RENOVATION – BUILDING D
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

SUBMITTAL:

BIDDER Edwin Anderson Construction Company
252 James Street
Bensenville, IL 60106

BIDDER ADDRESS _____

CITY, STATE AND ZIP CODE _____

DATE 4/2/19

BY: Brian Thompson

SIGNATURE [Signature]

TITLE President

BUSINESS TELEPHONE 847-928-2200

847-928-2284

FAX _____

E-MAIL brian@edwin-anderson.com

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

TRITON COLLEGE
Chemical Storage Room Renovation – Building D
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove IL 60171

Trash Enclosures

2 firms submitted bids for the Trash Enclosure Replacement Project. 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, April 2, 2019, the bids were publicly opened and read aloud in room A-300 by Nancy Schaefer, Purchasing, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by John Lambrecht, John Knox, and Steve Mazurek, O & M, Aaron Mikottis, Arcon Associates, Inc., and representatives from Landmark Contractors, Happ Builders, Builders Land, Abbey, ATP, and Edwin Anderson.

It is recommended that the Board of Trustees accept the proposal submitted by Berglund Construction Company 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
Happ Builders, Inc. 28 Le Baron Street Waukegan, IL 60085	\$131,580.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70900501-580400051
A/C Name	Trash Enclosures
Budget	\$ 131,580.00
Prev. Expend.	\$ 0.00
Schedule	\$ 131,580.00
Balance	\$ 0.00

Memorandum

April 09, 2019

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Trash Enclosure Replacement Project



Operations & Maintenance

Triton College received 2 bids from vendors for the Trash Enclosure Replacement Project.

The lowest, qualified bidder was Happ Builders, Inc. in the Base Bid and Alternates 1, 2, and 3 amount of \$131,580.00.

The total amount includes the project contingency amount.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to be awarded to Happ Builders, Inc. in the Base Bid and Alternates 1, 2, and 3 amount of \$131,580.00.

I support this recommendation and agree that the bid should be awarded to Happ Builders, Inc. in the Base Bid and Alternates 1, 2, and 3 amount of \$131,580.00.

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

John



April 9, 2019

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

RE: BID RECOMMENDATION
TRASH ENCLOSURE REPLACEMENT
TRITON COLLEGE
PROJECT NO. 19018

Dear Mr. Lambrecht:

On Tuesday, April 2, 2019 at 1:30 P.M. two (2) sealed bids were publicly opened and read for the Trash Enclosure Replacement Project. The low qualified bidder was Happ Builders, Inc., in the Base Bid and Alternates 1, 2 and 3 amount of \$131,580. The Bid includes the project contingency amount, including a combined bid discount of \$3,000.

We contacted Happ Builders, Inc. and they have confirmed their bid. The project requirements were reviewed and Happ Builders, Inc. demonstrated an understanding of the scope of work and project time line. Happ Builders, Inc. has performed on numerous 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 Trash Enclosure Replacement Project to the low qualified bidder, Happ Builders, Inc. in the Base Bid, Alternates 1, 2 and 3, and Contingency amount of \$131,580.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

A handwritten signature in black ink that reads "Gaspare Pitello".

Gaspare P. Pitello, ALA
Associate Principal

Attachments

GPP/rac
J:\Triton College\19018 Trash Enclosures\1 Docs\Corr\19018I001.wpd

Project: Trash Enclosure Replacements

Owner: Triton College

Project No.: 19018

Bid Date/Time: Tuesday, April 2, 2019 @ 1:30 P.M.



	CONTRACTOR	BID BOND	BASE BID + 10% CONTINGENCY BUILDING B	ALTERNATE 1: BUILDING A ONLY	ALTERNATE 2: BUILDING C ONLY	ALTERNATE 3: BUILDING R ONLY	DEDUCT IF BASE BID AND ALL 3 ALTERNATES ARE AWARDED	TOTAL BID
1	Edwin Anderson	X	\$47,300.00	\$28,200.00	\$39,600.00	\$26,700.00	\$4,800.00	\$137,000.00
2	Happ Builders	X	\$41,580.00	\$23,000.00	\$42,000.00	\$28,000.00	\$3,000.00	\$131,580.00

TRITON COLLEGE
DISTRICT #504
SUBJECT: Request for Bid

SCHEDULE 2.4
April 2, 2019

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



John Lambrecht
Associate Vice President – Facilities

QUANTITY	ARTICLE DESCRIPTION
----------	---------------------

TRASH ENCLOSURE REPLACEMENTS

Please visit www.triton.edu/rfp to check for any additional addendums or changes.

RESPONSE OPENING: 1:30 pm, LOCAL TIME, Tuesday, April 2, 2019
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

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, April 2, 2019. Facsimile or e-mail copies are not permissible.

FIRM: Happ Builders, Inc.

SIGNATURE: 

ADDRESS: 28 Le Baron Street

CONTACT: Matthew Happ

CITY & STATE: Waukegan, IL

TELEPHONE: 847-775-8888

**TRITON COLLEGE
TRASH ENCLOSURE REPLACEMENTS
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

Name of Bidder: Happ Builders, Inc.

Address: 28 Le Baron Street

City, State, Zip: Waukegan, IL 60085

Phone: 847-775-8888 Contact: Matthew Happ

The undersigned acknowledges receipt of:

PROJECT: Trash Enclosures

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

Bid Opening – Tuesday, April 2, 2019, 1:30 PM, Learning Resource Center, Building A, Room A-300.

**TRITON COLLEGE
TRASH ENCLOSURE REPLACEMENTS
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 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
TRASH ENCLOSURE REPLACEMENTS
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 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:

**TRITON COLLEGE
TRASH ENCLOSURE REPLACEMENTS
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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 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

**TRITON COLLEGE
TRASH ENCLOSURE REPLACEMENTS
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

(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.

Happ Builders, Inc.

Legal Name of person, corporation, partnership
or joint venture

If Corporation, affix Corporate Seal

Matthew Happ, President

Signature and Title

Dated April 2, 2019.

**TRITON COLLEGE
TRASH ENCLOSURE REPLACEMENTS
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

If a Corporation

NAME

ADDRESS

<u>Matthew Happ</u>	President <u>28 Le Baron Street, Waukegan IL</u>
<u>Matthew Happ</u>	Secretary <u>28 Le Baron Street, Waukegan IL</u>
_____	Treasurer _____

Corporation, State of Illinois

If a Partnership

NAME OF PARTNERS

ADDRESS

_____	_____
_____	_____
_____	_____

If a Joint Venture

NAME OF MEMBERS

ADDRESS

_____	_____
_____	_____
_____	_____

**TRITON COLLEGE
TRASH ENCLOSURE REPLACEMENTS
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

BID SUMMARY FORM

BIDDER NAME: Happ Builders, Inc.

BASE BID TOTAL: \$37,800.00

CONSTRUCTION CONTINGENCY (@ 10% OF BASE BID): \$3,780.00

ALTERNATE 1: NEW TRASH ENCLOSURE BUILDING A ONLY

ADD _____ DOLLARS (\$ 23,000.00)

ALTERNATE 2: NEW TRASH ENCLOSURE BUILDING C ONLY

ADD _____ DOLLARS (\$ 42,000.00)

ALTERNATE 3: NEW TRASH ENCLOSURE BUILDING R ONLY

ADD _____ DOLLARS (\$ 28,000.00)

DEDUCT IF BASE BID & ALL THREE (3) ALTERNATES AWARDED:

DEDUCT _____ DOLLARS (\$ 3,000.00)

TOTAL BID: \$131,580.00

**TRITON COLLEGE
TRASH ENCLOSURE REPLACEMENTS
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

SUBMITTAL:

Happ Builders, Inc.
BIDDER

28 Le Baron Street
BIDDER ADDRESS

Waukegan, IL 60085
CITY, STATE AND ZIP CODE

April 2, 2019
DATE

Matthew Happ
BY:


SIGNATURE

President
TITLE

847-775-8888
BUSINESS TELEPHONE

847-775-8889
FAX

matt@happbuilders.com
E-MAIL

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

TRITON COLLEGE
Trash Enclosure Replacements
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove IL 60171