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From: "Anderson, Shirley"  
Sent: Tue Jul 29 09:48:14 CDT 2014  
To: PurchasingContracts  
CC: "Froehlich, Kelly"  
Subject: Energy Management Surveyor  
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Vendor: 1395085  
Dept: 00833  
Title: Energy Management Surveyor  
Buyer: 3003  
Start: July 1, 2104  
End: Oct 1, 2014

Regards,

Shirley J Anderson, CPM MHRM  
College of Dupage  
Purchasing Dept. – Sealed Bids

[attachment: John Lininger.pdf]

**AGREEMENT**  
**between**  
**COLLEGE OF DuPAGE**  
**and**

John Lininger, dba JLL,LLC

This agreement is entered into this 1st day of July 2014, by and between College of DuPage and JLL,LLC.

**SERVICES:** JLL,LLC shall perform the following services for the College of DuPage:

See attached scope of services:

**WORK PRODUCT:** All documents, including reports and all other work products produced by Contractor under this Agreement shall become and remain the property of College of DuPage. The Contractor shall submit any document, publication, brochure, electronic media etc., which was developed for College of DuPage under this Agreement to the College for copyright or trademark by the College.

**TERM:** The term of this agreement shall be July 1, 2014 to October 1, 2014.

**REMUNERATION:** A rate of two thousand dollars per month shall be paid to JLL,LLC. Invoices for services are to be submitted to College of DuPage prior to any payment to Thomas J. Glaser.

**PAYMENT** Contractor must agree to receive all payments from the College via an Automated Clearing House (ACH) transfer (CCD file format only).

**TAXES:** JLL,LLC shall be responsible for any and all state, local and federal taxes due related to income from the above services.

**LIAISON:** While performing these services, it is understood that JLL,LLC shall coordinate with Jim Ma/Thomas J. Glaser.

**INSURANCE:** It is understood that JLL,LLC is self-employed and must carry, at his/her own expense any insurance coverage; such as, worker's compensation, medical, property, liability, and auto, related to the above mentioned services.

**LIABILITY:** JLL,LLC agrees to hold College of DuPage, its trustees, officers, directors, agents, successors and assigns, harmless from and against all losses, damages, injuries, claims, demands, and expenses, including attorneys' fees, which may arise during the performance of this agreement.

JLL,LLC also represents and warrants that the services will not infringe any copyright, violate the rights of any person, or contain any other unlawful matter. JLL,LLC shall defend, indemnify and hold harmless College of DuPage and others of whom it may license and grant rights, against all damages suffered and expenses incurred based on any breach or alleged breach of JLL,LLC's warranty.

**CERTIFICATION:** All independent contractors must also certify below regarding the status of any educational loans as required by state law effective January 1, 1988. (Must check one)

I certify that I am not in default on an educational loan guaranteed by the State in the amount of \$600.00 or more.

I certify that I am in default on an educational loan guaranteed by the State in the amount of \$600.00 or more and I agree to make arrangements for repayment of this loan with the maker or guarantor within six months from the date of this contract.

I agree with the terms stated above and certify that I have received a copy of the contract agreement.

JLL,LLC July 1, 2014  
Contractor date

**TERMINATION:** This agreement may be terminated by College of DuPage, at any time, based upon any unsatisfactory performance by JLL,LLC.

**CONTROLLING LAW:** This agreement shall be governed by the laws of the State of Illinois.

**ENTIRE AGREEMENT AND CONFLICT:** This Agreement incorporates COD's RFP documents and the Contractor's responding proposal. This Agreement represents the entire agreement between Contractor and COD and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by COD and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control, followed by COD's RFP documents, and finally, by Contractor's proposal response.

In consideration thereof, both parties agree to the conditions set forth above.

Independent Contractor:



John Lininger  
President, JLL,LLC

  
SS# OR FEIN

July 1, 2014  
Date

College of DuPage:



Thomas J. Glaser  
Senior Vice President, Administration

7/13/2014  
Date