

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1585854

Vendor Name: Mike Venezia

Invoice Number: B0366036 - 3

Invoice Date: 06/10/20

PO Number: B0366036

Check Number: E0080373

Check Amount: \$ 2,000.00

Check Date: 06/10/2020

Department ID: 11999

Reviewer Name:

Voucher Number: V0626308

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

# PAYABLES BLANKET ORDER REQUEST FOR PAYMENT

MIKE VENEZIA

**AP VERIFIED**  
**06/10/20 - ISABEL BARRIOS**

Payment Date

ASAP

Blanket Order #

366036

Line #

Line 3

Payment Amount

\$ 2,000.00

Vendor #

1585854

Vendor Name

Mike Venezia

Documents Attached

Contract and first amendment

Account #

05-60-11999-5309004

MAC Code (for MAC use only)

460 Artist Fee G20\_KAHLOCHILD

DESCRIPTION

Payment 3 Coloring Book

**APPROVED**

*By Ellen McGowan at 3:59 pm, Jun 04, 2020*

Authorized Signature

Date

06/04/20

## CONTRACT APPROVAL COVER SHEET

Contract Name: First Amendment to Contract between College of DuPage and Mike Venezia Inc

Requesting Department: The MAC Date Initiated: 05/14/20

Contact Name: Diana Martinez/Ellen McGowan Phone: 3007/3009

Email Address: martinezd59@cod.edu/mcgowan@cod.edu

Vendor Name: Mike Venezia Inc Phone: 630-561-7765

Vendor Contact: Mike Venezia Email: mikeveneziabooks@gmail.com

Total Contract: \$ 4000.00 Contract Dates: Start: 05/30/19

FY Budget \$ \$2000 FY20/\$2000 FY21 End: 09/07/21

Vendor 1: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Vendor 2: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Vendor 3: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Contract Purpose: With postponement of Frida Kahlo exhibition, deliverables schedule changed (lectures to be rescheduled to next summer) - payment schedule changed to align with new exhibition dates. Original contract attached.

Contract Type: 
☐ Independent Contractor 
☐ Service Agreement 
☐ Lease 
☒ Construction 
☒ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? 
☒ Yes 
☐ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☒ Yes

*I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.*

Print
Sign

Requester: Ellen McGowan

**APPROVED**  
By Ellen McGowan at 1:53 pm, May 14, 2020

Budget Mgr.: Ellen McGowan

**APPROVED**  
By Ellen McGowan at 1:53 pm, May 14, 2020

Dept. Adm.: Diana Martinez May 14, 2020

*Diana Martinez*

Submit to Purchasing in Berg Instructional Center (BIC), Room 1540 or email to [purchasing@cod.edu](mailto:purchasing@cod.edu).

Purchasing Dept. Use Only

Comments \_\_\_\_\_

Approval Initials \_\_\_\_\_

**REVIEWED**

**By Lisa Erl at 4:43 pm, May 14, 2020**

## CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at [purchasing@cod.edu](mailto:purchasing@cod.edu). Purchasing will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation:

- ☒ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☐ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☐ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.
- ☐ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

**Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu) for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s). Once fully executed, requester will scan a copy of the complete contract and email to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu).**

**A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.**

**FIRST AMENDMENT TO CONTRACT  
BETWEEN  
COLLEGE OF DUPAGE AND MIKE VENEZIA, INC**

This amendment dated the 12<sup>th</sup> day of May, 2020, will become part of the contract between College of DuPage and Mike Venezia, Inc. entered into on the 10<sup>th</sup> day of June, 2019. The parties agree to amend the Agreement by the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

**SERVICES:** CONSULTANT shall perform the following services for the College of DuPage:

Creative services related to design of Frida Kahlo 2020 Children's Area, Including:

- a. Frida/Diego photo-op art (6x6')-Delivery date of 07 /15/19 COMPLETE
- b. Roll out community mural art (6x18') - Delivery date of 07 /15/19 COMPLETE
- c. Children's Area wall art (6 pieces) -Delivery date of 03/01/20 COMPLETE
- d. Coloring Pages/Free activity book (11x17", folded in half)- Delivery date of 04/01/20 COMPLETE
- e. Coloring Book- Delivery date of 04/01/20 COMPLETE
- f. 3 Children Book Talk Events - June, July, August ~~2020~~ 2021
- g. 1 Adult Book Talk Event-On mutually agreeable date between June-Aug ~~2020~~ 2021

**TERM:** The term of this agreement shall be 05/30/19 to ~~08/30/20~~ 09/07/21

**REMUNERATION:** A fee of \$12,000 for services shall be paid to Consultant

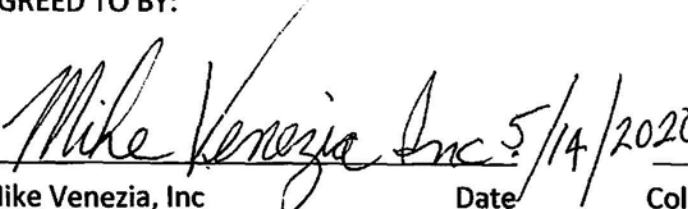
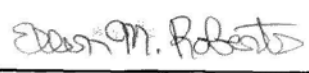
Deposit 1 of \$4,000.00 shall be paid ASAP COMPLETE

Deposit 2 of \$4,000.00 shall be paid on 12/01/2019 COMPLETE

~~Balance 3 of \$4,000.00 \$2,000.00 shall be paid on 06/01/2020~~

Balance of \$2,000.00 shall be paid on 06/1/2021

AGREED TO BY:

 Mike Venezia, Inc	Date	 College of DuPage	Date	5.14.2020
--	------	---	------	-----------

**AGREEMENT**  
**Between**  
**COLLEGE OF DuPAGE**  
**And**  
**MIKE VENEZIA INC.**

This Agreement is entered into this 10<sup>th</sup> day of JULY, 2019 between College of DuPage and Mike Venezia (~~Consultant~~) INC, HEREINAFTER CALLED CONSULTANT,

CONSULTANT  
**SERVICES:** ~~Mike Venezia~~ shall perform the following services for the College of DuPage:

Creative services related to design of *Frida Kahlo 2020* Children's Area, including:

- a. Frida/Diego photo-op art (6x6') – Delivery date of 07/15/19
- b. Roll out community mural art (6x18') – Delivery date of 07/15/19
- c. Children's Area wall art (6 pieces) – Delivery date of 03/01/20
- d. Coloring Pages/Free activity book (11x17", fold in half) – Delivery date of 04/01/20
- e. Coloring Book – Delivery date of 04/01/20
- f. 3 Children Book Talk Events - June, July, August 2020
- g. 1 Adult Book Talk Event – On mutually agreeable date between June-Aug 2020

Consultant will perform duties at the College using College facilities as appropriate.

**WORK PRODUCT:** All documents, including reports and all other work products produced by Consultant under this Agreement shall become and remain the property of College of DuPage. The Consultant 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 05/30/19 to 08/30/20.

**REMUNERATION:** A fee of \$12,000 for services shall be paid to CONSULTANT ~~Mike Venezia~~.  
Deposit 1 of \$4,000.00 shall be paid ASAP  
Deposit 2 of \$4,000.00 shall be paid on 12/01/2019  
Balance of \$4,000.00 shall be paid on 06/01/2020

**INDEPENDENT CONTRACTOR:** It is understood, acknowledged and agreed by the Parties that the relationship of Consultant to the College arising out of this Agreement shall be that of an independent contractor. Neither Consultant nor any employee or agent of Consultant is an employee or agent of the College and therefore, is not entitled to any benefits provided employees of the College. Consultant has no authority to employ/retain any person as an employee or agent for or on behalf of the College for any purpose. Consultant shall not represent to anyone that he is an employee of the College.

**PAYMENT:** Consultant must agree to receive all payments from the College via an Automated Clearing House (ACH) transfer (CCD file format only). Instructions for registering for ACH payments are available on the College's Purchasing Department website: <http://www.cod.edu/about/purchasing/index.aspx>.

CONSULTANT  
**TAXES:** ~~Mike Venezia~~ shall be responsible for any and all state, local and federal taxes due related to income from the above services. Consultant shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment. CONSULTANT ~~Mike Venezia~~ is required to provide a completed IRS W-9 document in order to do business with the College.

CONSULTANT  
**LIAISON:** While performing these services, it is understood that ~~Mike Venezia~~ will coordinate with Diana Martinez, Director – McAninch Arts Center, College of DuPage.

~~INDUPE: Mike Venezia 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 attorney's fees, which may arise during the performance of this agreement.~~

## LIABILITY

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

**RESTRICTIVE COVENANTS:** The Consultant will not, during the period of this Agreement, use any information for his own benefit or for the benefit of any person or entity other than College of DuPage; disclose to any person or entity any information learned as part of this consult; or remove or make copies of any information, in any form; except, in each case, as may be required within the scope of Consultant's duties during the term of this Agreement.

~~Consultant agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Right Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments, and Consultant represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Consultant's services, or denied employment opportunities by Consultant on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.~~

~~Upon termination of this Agreement, or at any such time as the College may request, the Consultant will deliver to College of DuPage all copies in possession of any information, in any form. Except on behalf of College of DuPage, the Consultant will not at any time assert any rights in or with respect to any information. For purposes of this Agreement, "information" means any, research, operational, product or service information, processes, data, samples, drawings, market information, customer information, manner of operation, techniques, databases, promotions, and other information that may be deemed similar to, based on or derived from any of the foregoing, or information. Information does not include information, knowledge, or data, which the Consultant can prove, was in individual's possession prior to the commencement of this Agreement or information, knowledge, or data, which was or is in the public domain.~~

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

MV I certify that I am not in default of 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.

**TERMINATION:** The College may terminate this Agreement and the services at any time upon five (5)

days written notice to Consultant. The College shall not be responsible for any services or expenses incurred after the date of termination.

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

Consultant

Mike Venezia Inc.

Mike Venezia INC  
Consultant

36-3126957  
SS# OR FEIN

7/10/2019  
Date

Ellen M Roberts

Chief Financial Officer

ELLEN ROBERTS  
INTERIM VP, ADMINISTRATIVE AFFAIRS

8-6-19  
Date

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

Mike Venezia  
Mike Venezia

8-9-19  
Date



-----  
From: mcgowan@cod.edu  
Sent: Thu Jun 04 16:11:22 CDT 2020  
To: invoicing@cod.edu  
CC: junokasm@cod.edu  
Subject: Invoice Mike Venezia  
-----

Please process payment.  
Thank you.

Ellen McGowan  
Business Manager  
McAninch Arts Center  
College of DuPage  
425 Fawell Boulevard  
Glen Ellyn, IL 60137  
Phone 630.942.3009  
Fax 630.942.3002