



## STANDARD SERVICES AGREEMENT

This Agreement is entered into and made effective on this 1st day of December 2013, by and between **NIU Foundation (Client)** and **UrbanGreen, Inc., (UrbanGreen)** a California corporation.

WHEREAS, **Client** wishes to engage **UrbanGreen** to provide the services described in Exhibit A (the Services); and

WHEREAS, **UrbanGreen** wishes to provide these services in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants expressed herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Scope of Services. **UrbanGreen** agrees to provide the Services described in **Exhibit A**, in an expeditious, professional manner that is consistent with professional standards.
2. Term, Termination and Suspension of Work.
  - a. The term of this Agreement shall be 12 months
  - b. This Agreement may be terminated by either party in the event of a material breach, which shall include non-payment for amounts due. The terminated party shall have thirty (30) days written notice from the non-breaching party to cure any defects.
  - c. Upon not less than seven days' written notice, **UrbanGreen** may suspend the performance of its services if **Client** fails to pay **UrbanGreen** in full for services rendered or expenses incurred. **UrbanGreen** shall have no liability because of such suspension of services or termination due to **Client's** nonpayment.
3. Compensation. The **Client** agrees to pay **UrbanGreen** a fee for professional services as specified in Exhibit B.
4. Client Provided Information. **Client** agrees to provide **UrbanGreen** and its subconsultants with all information, surveys, reports and any other related items requested by **UrbanGreen** in order to provide the Services. **UrbanGreen** may rely on the accuracy and completeness of these items.



5. **Confidentiality.** The Client shall clearly identify proprietary and confidential information related to the Client's operations (the "Confidential Information"), and this confidential information is considered confidential for purposes of this Agreement. During the term of this Agreement, UrbanGreen will use diligent efforts to maintain in confidence and use confidential Information only for the purposes contemplated in this Agreement. The preceding obligations shall not apply to information that:
  - (a) has been publicly disclosed through no fault of UrbanGreen
  - (b) the Client agrees in writing, may be used or disclosed
  - (c) is developed independently by persons who had no direct or indirect access to the Confidential Information, as shown by contemporaneous written records
  - (d) that is obtained from a third party without an obligation of confidentiality; or
  - (e) that either party is required to disclose pursuant to valid subpoena, judicial or administrative order, or other legal requirement; provided that the party subject to such legal requirement shall give the other party prompt notice of such legal requirement so as to permit that party the opportunity to file appropriate legal objections to such disclosure.
6. **Independent Parties.** UrbanGreen is acting in the capacity of an independent contractor hereunder and not as an employee, agent of, or joint venturer with Client
7. **Ownership.** All copyright or other ownership interest in the material prepared, written, produced, or compiled by UrbanGreen and its subconsultants shall be owned by the Client and its assigns upon full payment for contracted services, as defined in Exhibit B.

The Client acknowledges that UrbanGreen, in the development of their business and advisory services has developed certain proprietary and copyrighted materials which UrbanGreen may reference or utilize in the materials developed for the Client. These materials were created prior to the relationship under this Agreement and as such the Client shall only have rights to reproduce or re-use these materials with proper attribution to UrbanGreen.
8. **Severability.** In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
9. **Survival.** The provisions of this Agreement that by their nature are intended to continue in their effect following expiration or termination of this Agreement shall survive any such expiration or termination.
10. **Assignment.** Neither Client nor UrbanGreen shall assign this Agreement without the written consent of the other.





11. Entire Agreement; Modifications. This is the entire Agreement between the parties regarding the subject matter herein and supersedes all prior agreements and understandings between the parties regarding such subject matter. This Agreement may not be altered, amended or modified except by written document signed by both parties.
12. Indemnification. Client agrees to indemnify, defend and hold **UrbanGreen** harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses including but not limited to, reasonable attorney's fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death or economic losses, arising out of the Services and or/ or this Agreement, except that **UrbanGreen** shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by **UrbanGreen's** negligent acts, errors or omissions.
13. Governing Law. This Agreement shall be governed by and construed under the laws of the state of California. Any legal action brought to enforce the terms of this Agreement must be brought in the state of California.
14. Disputes. Client and **UrbanGreen** agree to mediate claims and disputes arising out of, or relating to, this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.
15. Legal Costs. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
16. Third Party. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
17. Authority. The undersigned parties and their duly authorized representatives represent and warrant that they have authority to enter into this Agreement and hereby agree to the terms set forth above.

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18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the effective date.
19. Exhibits. The exhibits to this Agreement are incorporated by reference herein, and the Parties agree to comply with all of the terms and conditions set forth in such exhibits. To the extent that there is a conflict between an exhibit and this Agreement, the terms of this Agreement shall control.

Acknowledged and Accepted:

NIU FOUNDATION

By: Michael P. Malone  
Its: President/CEO  
Date: JANUARY 8, 2014

URBANGREEN, INC



By: James Heid, Jr.  
Its: President

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## EXHIBIT A –SCOPE OF WORK | TASK ORDER 1

The Initial Task Order under this contract is intended to produce a series of recommendations for use by the Administration and Facilities Department at NIU, as well as local civic leaders and stakeholders to chart a course for improvement on the Campus and neighborhoods surrounding NIU.

Recommendations will be provided in either written or graphic form, and help frame talking points, support strategic planning and or frame key messages in six areas:

- Densification and Intensification - Illustrate place-based qualitative improvements and functional benefits of densifying and intensifying the campus core
- Shift to the East – Focus on the east end of the campus, while developing a long term land bank solution for currently undeveloped lands in the west
- Complete and Connect - Illustrate the means and benefits of a clear and strong connection to downtown Dekalb. Illustrate how to strengthen and complete the core edges near campus to forge a 'cool college town'
- Fix the Edges - Actions, strategies and potential catalyst initiatives to drive re-investment and improvement of the John Street/Elmwood and Hillcrest neighborhoods.
- Prioritize Investments - ensure that pending investments in infrastructure and facilities are supportive of this new vision and don't work at cross purposes
- Fast Placemaking – develop a portfolio of 'day one' ideas for campus "staging" to provide lost cost proof of concept for bigger ideas while providing more immediate change..

To achieve these objectives, this scope of work entails a 45 day approach consisting of three primary steps:

**Task 1.0 Preparation** – a list of required materials, data and background reports will be developed by UrbanGreen and provided to NIU no later than December 24<sup>th</sup>. Interim lists will be provided so data gathering can begin quickly. All information, as available will be provided to UrbanGreen in electronic format by NIU.

**Task 2.0 Orientation** – a maximum of two telephone conferences or webex sessions will be established to help the core team understand emerging data, ask questions and clarify key points uncovered in materials provided.

**Task 3.0 Work Session** – a week long work session (January 20-24) will be held on NIU's campus to develop concepts, work with key members of NIU Faculty, staff, students, alumni and community stakeholders to advance a series of 'big ideas'. The concepts will be based on the professional experience of the team members and national best





practices. However, the 'big ideas' will not be based on detailed econometric, facilities program analysis or other data sets that are not readily available.

The work session will consist of three parts:

Monday, Tuesday Wednesday – *Core Team* will conduct site visits and interviews as necessary, develop preliminary concepts, review / confirm ideas with key stakeholders as time permits, and continue to evolve plans.

Thursday – *Peer Review Team* will review work developed to date and discuss potential implementation structures, issues and challenges. Core Team will continue to work to refine both the big ideas and, in conjunction with Peer Review Team, suggest potential structures and processes for implementation.

Friday – Both teams will develop a short presentation that will summarize proposed 'big ideas', implementation options and high level observations. These materials will be presented to an invited group of stakeholders at a closed mid-afternoon session. Following a Q+A period, all team members will depart.

#### **Deliverables:**

Client representative will be provided with the final powerpoint presentation that will serve as a summary document defining recommendations and options identified by the team. All graphics produced as part of the planning studies will be provided to the client in either original or electronic format.

#### **Team Members and Level of Participation**

Based on the services outlined, the following team members and level of participation are proposed:

Jim Heid, *FASLA*, Founder UrbanGreen  
Project Director, Core Team member and primary client contact  
Budget Estimate 95 hours

Joe Hruda, Founder Civitas Design (Vancouver)  
Urban Designer, Core Team member  
Budget Estimate 40 hours

Michael Cannon, Sr. Urban Design Civitas  
Urban Designer, Core Team Member  
Budget Estimate 60 hours

Terry Foegler, Former President, Campus Partners  
Peer Reviewer – Town Gown Partnership Strategies  
Budget Estimate 20 hours

Jeff Kingsbury, Founder Greenstreet, Ltd  
Peer Reviewer - Market Specialist and Reuse/ Redevelopment Specialist

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Budget Estimate 20 Hours

#### **EXHIBIT B – COMPENSATION**

##### **Fee**

Compensation for the scope of work defined in Task Order 1, shall total \$US 50,000 and be paid as follows:

*Upon completion of the site based work session and delivery of final powerpoint and site generated graphics.*

##### **Expenses**

Expenses, not incurred directly by the client, will be billed at cost plus 10% and include all expenses incurred by the consultants during the course of the project including supplies, materials, reproduction and travel to/ from project site and client meetings.

##### **Additional Services**

Additional services will not be performed without prior written approval of the client. Additional services, when approved, will be billed on a time and materials basis, unless an additional task order and associated fee is negotiated.

Rates for additional services shall be as follows:

Principal	\$2,000 per day/ \$225 per hour
Sr. Urban Designer	\$1,500 per day/ \$175 per hour
Designer	\$125 per hour
Production	\$ 90 per hour

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