

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is dated as of the 2nd day of April, 2014 ("**Effective Date**"), between the Board of Trustees of Northern Illinois University, DeKalb, Illinois 60115 ("**University**") and Knight E/A, Inc., with a principal business address of 221 North LaSalle Street, Suite 300, Chicago, Illinois 60601-1211 ("**Vendor**").

IN CONSIDERATION OF the mutual covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

1. Services

- 1.1 In connection with Capital Improvement Project – P2275- Douglas Hall Demolition- Lucinda Avenue Extension-Preliminary Work ("**Project**") on the campus of Northern Illinois University, DeKalb, Illinois, Vendor shall provide services and deliver to University deliverables in accordance with the Project objectives communicated by University to Vendor and in accordance with the scope of services outlined in the Scope of Work ("SOW") attached hereto as Attachment A and incorporated herein by reference and in accordance with the Partial Program Statement attached hereto as Attachment B and incorporated herein by reference. During the term of this Agreement, the parties may agree to additional projects pursuant to a fully executed SOW which shall become part of this Agreement and incorporated herein by reference.
- 1.2 Vendor shall perform the services hereunder as an independent contractor and shall not be considered an employee or agent of the University for any purpose.

2. Term and Termination

- 2.1 The term of this Agreement ("**Term**") shall be from the Effective Date through November 30, 2017, unless earlier terminated as provided for herein. The Term may be extended by the mutual agreement of the parties in accordance with Section 6.2 hereof.
- 2.2 University may terminate this Agreement or any SOW by giving Vendor written notice. Vendor shall immediately cease any work then in effect. University shall pay Vendor on a pro rata basis for work completed up to the effective date of termination. Any amounts prepaid to Vendor by University for work not completed as of the effective date of termination shall be refunded to the University by Vendor.

3. Compensation and Expenses

- 3.1 In consideration and as full and complete compensation for Vendor's performance of the services described herein, and subject to the terms of this Agreement, University shall pay undisputed Vendor fees as provided in Attachment C, Professional Compensation Schedule. Under no circumstances will University pay for charges in excess of the agreed upon fees. Vendor shall submit invoices in accordance with any

instructions provided by University and University shall make payment to Vendor within thirty (30) days of receipt of invoice. Vendor shall submit invoices to University on a monthly basis based on the attached Professional Compensation Schedule once the designated deliverable has been provided to University. Payment for all or part of the services or deliverables shall not constitute acceptance.

- 3.2 If applicable, any travel costs and expenses must be pre-approved in writing by University.

4. Obligations of Vendor

- 4.1 Vendor represents and warrants that (i) it has the qualifications and skills necessary to perform the specified services under this Agreement in a competent and professional manner; (ii) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms; (iii) the execution, delivery, and performance of this Agreement will not infringe upon the rights of any third party or violate the provisions of any agreement to which it is a party; (iv) it will comply with all applicable federal, state and local laws, rules and regulations in providing or performing the services, as such laws, rules and regulations may be amended from time to time; and (v) the services will conform to the standards applicable in the field or industry.
- 4.2 Neither this Agreement nor any duties or obligations herein may be assigned by Vendor without the prior written consent of University.
- 4.3 Vendor agrees to indemnify, defend, and hold University free and harmless from all claims, demands, losses, costs, expenses, judgments, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, however caused, resulting from or arising out of the negligent acts, errors or omissions of Vendor, its employees or agents in the performance of professional services under this Agreement or the breach of any representation, warranty or provision contained herein by Vendor, its employees or agents.
- 4.4 Vendor has procured, or shall procure within two (2) weeks from the date hereof, and shall endeavor to keep in force with respect to its overall practice until four (4) years after performance of this Agreement has been completed, professional liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00), and with a deductible amount of not more than One Hundred Thousand and 00/100 Dollars (\$100,000.00), with an insurance carrier and under a policy approved by the University, which policy subject to its terms, exclusions and conditions, and to any deductible amount, shall provide that the insurer will pay on behalf of the Vendor to the University, the University's officers, trustees, directors, agents and employees and others all sums which the Vendor shall become legally obligated to pay to them as damages if legal liability arises out of the performance of professional services by the Vendor and if such legal liability is caused by an error, omission or negligent act of the Vendor or of any person or organization for whom the Vendor is legally responsible. In such event, the Vendor shall pay the amount of

such damages not paid by the insurer by reason of the aforesaid deductible amount. Such policy shall also provide that at least thirty (30) days' prior written notice shall be given to the University of the cancellation of such policy. The Vendor, within two (2) weeks from the date hereof, shall furnish to the University a certificate or memorandum of insurance from the insurer respecting such policy. The Board of Trustees of Northern Illinois University shall be named an additional insured on the insurance policy or policies required hereunder.

5. Ownership and Assignment

- 5.1 Vendor agrees that immediately upon creation University owns all right, title and interest in and to the reports, designs, plans, specifications, drawings, inventions, processes, and other information, work product, deliverables or items produced by Vendor, its employees, or agents while performing services under this Agreement (collectively, "Work Product") as "works made for hire" (as defined in the U.S. Copyright Act of 1976, as amended, and for purposes of all other copyright laws throughout the world), and any and all related copyrights, patents, trademarks and other intellectual property rights (collectively, "Proprietary Rights") in such Work Product. If, for any reason, any of the Work Product is not found to have been created as works made-for-hire, Vendor hereby assigns immediately upon creation to University Vendor's entire right, title and interest in all Work Product and all Proprietary Rights in Work Product. Vendor shall execute any documents in connection with such assignment that University may reasonably request. Vendor shall enter into agreements with its employees and agents, as necessary to establish University's sole ownership in Work Product and Proprietary Rights, and upon request, Vendor shall provide University with copies of such agreements.
- 5.2 All information, data and materials, including but not limited to, any written, printed, graphic, or electronically or magnetically recorded information furnished by University for Vendor's use are the sole property of University.
- 5.3 Vendor will maintain all proprietary information in confidence, and will not disclose it, by any means, to any person, unless disclosure is required in the performance of the specified services. In such case, such disclosure shall only be with University's prior written approval and only to the extent necessary to perform the specified services. This prohibition also applies to Vendor's employees, and agents and Vendor shall ensure and be responsible for compliance with this provision by its employees and agents. On termination of this Agreement, Vendor will return any confidential information in its possession (including all confidential information in the possession of its employees and agents) to University.

6.0 General Provisions

- 6.1 Service of all notices required or permitted under this Agreement shall be sent to Vendor at the address set forth above, Kevin E. Lentz, 221 North LaSalle Street, Suite 300, Chicago, Illinois 60601-1211 and to University at Northern Illinois University, Vice President for Operations and Community Relations, Altgeld Hall

235, DeKalb, Illinois 60115, or to any other address which a party specifies by giving notice in accordance with this section. Notice shall be given and deemed effective: (a) when delivered personally; (b) the next business day after sent by a nationally recognized courier service with next day delivery; or (c) three business days after sent by certified mail, return receipt requested.

- 6.2 This Agreement and the SOW, together with all associated exhibits and schedules, which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the services. This Agreement supersedes the parties' prior agreements, understandings and discussions relating to these services. No modification of this Agreement is binding unless it is in writing and signed by University and Vendor.
- 6.3 The University is generally exempt from the payment of taxes and shall not be obligated to pay any taxes from which it is exempt.
- 6.4 Vendor will not issue any press release or other public announcement relating to this Agreement or the activities contemplated by this Agreement or use the University's name, marks or any other trade designations without the prior written approval of University, which approval may be withheld for any reason.
- 6.5 A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.
- 6.6 The parties agree that a signature transmitted to the other party by facsimile or other electronic transmission shall be effective to bind the party whose signature was transmitted. The parties further agree that any xerographically or electronically reproduced copy of this fully executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.
- 6.7 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 6.8 This Agreement shall be interpreted and construed according to the laws of the State of Illinois.

Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

KNIGHT E/A, INC.

By: 

By: 

Name: Nancy Sutterfield

Name: KEVIN E. LENTZ

Title: Interim CFO

Title: PRESIDENT