

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is dated as of the 10th day of November 2014 ("**Effective Date**"), between the Board of Trustees of Northern Illinois University, DeKalb, Illinois 60115 ("**University**" or "**NIU**") and Knight E/A, Inc., with a principal business address of 221 North LaSalle Street, Suite 300 Chicago, IL 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 – P2344 –DeKalb Campus–Central Core Redevelopment Framework ("**Project**") on the campus of Northern Illinois University, DeKalb, Illinois, Vendor shall provide CAMPUS CORE FRAMEWORK PLANNING services and deliver to University deliverables in accordance with (i) the Project objectives communicated by University to Vendor in the University's Bid Specifications (Request for Urban Design and Planning Services/QBS #KMC1082014) which is incorporated herein by reference; (ii) the scope of services outlined in the Scope of Work ("**SOW**") attached hereto as Exhibit A and incorporated herein by reference; and (iii) the Partial Program Statement attached hereto as Exhibit 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. Vendor will perform the services in accordance with any timetables and metrics as may be specified by University. Vendor shall comply with all reasonable requests from University in the event any of the services and/or deliverables do not meet the reasonable expectations of University.
- 1.2 Vendor shall submit written and physical evidence, as relevant to the Deliverables, of Deliverables' completion at a schedule to be determined by University and included in a milestone schedule as shown in the Statement of Work. University shall have five (5) days to accept or reject the Deliverable(s) in writing. No deemed acceptance will apply. The University may reject the Deliverable(s) at its sole discretion. If rejected, the University will provide written comments as to requested changes and Deliverable(s) will be re-performed by Vendor within a time period to be determined by University. If the Deliverable(s) are subsequently rejected, the University may, at its sole discretion, require re-performance by Vendor, or may hire another vendor to complete the Deliverable, and will be reimbursed for such costs by Vendor.
- 1.3 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.
- 1.4 To the extent this a contract for architectural, engineering, or land surveying services, the parties hereto certify that the provisions of the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act, 30 ILCS 535/1 et seq., were complied with in connection herewith.

- 1.5 Vendor shall employ, at its own expense, structural, mechanical, electrical and/or civil engineering consultants and other special consultants as may be required for the effective performance of the services herein described. The name of any consultants which will assist Vendor in performing the professional services hereunder shall be set forth in Exhibit C. Vendor shall be responsible for the work of and payment to all consultants.
- 1.6 Vendor states that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform in connection with the Project and shall promptly, upon notice or discovery, make necessary revisions or corrections of errors, ambiguities or omissions in its drawings and specifications for the Project without additional compensation. Acceptance of the Vendor's drawings and specifications by the University shall not relieve the Vendor of responsibility for subsequent corrections of its errors or omissions or for the clarification of any such ambiguities in the drawings and specifications.

Vendor shall also be liable to the University for the cost of corrective work and repairs and replacement of work required as a result of errors, ambiguities or omissions arising out of its failure to exercise reasonable care and skill, but only to the extent that such cost exceeds the cost the University would have incurred had bids been received upon the drawings and specifications prepared without such errors, ambiguities or omissions.

Notwithstanding the above provisions, it shall be the duty of the University to make reasonable effort to mitigate damages attributable to the Vendor and accruing to the University.

- 1.7 Vendor shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. Vendor shall be responsible for the performance of consultants or persons retained by the Vendor as if performed by it, but the Vendor shall not be responsible for the performance of consultants or persons retained or employed by the University or others, or consultants the University directs to be retained by the Vendor not related to design or construction services.

University's right to review the work of the Vendor as herein provided shall not be construed as relieving the Vendor from its professional and legal responsibility consistent with the services required under this Agreement.

2. Term and Termination

- 2.1 The term of this Agreement ("**Term**") shall be from the Effective Date through September 30, 2015, 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 work on any SOW 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 Exhibit C, Professional Compensation Schedule, and in accordance with any established rate schedule(s) attached hereto and incorporated herein by reference. Total fees and expenses under this Agreement shall not exceed \$125,580.00 without University's prior written approval and issuance of its purchase order or change order covering such payments. Vendor shall submit invoices in accordance with any instructions provided by University, including but not limited to, itemizing separately those billings attributable to Vendor and each Vendor consultant, including UrbanGreen, Inc. and Civitas Urban Design & Planning, Inc., on each invoice, 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. Vendor shall provide University with appropriate and complete documentation (e.g., receipts, invoices marked "Paid in Full") upon University's request in connection with any expense reimbursement sought by Vendor in connection with this Agreement.

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 and its consultants 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 To the extent applicable, Vendor shall comply with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq., including but not limited to, all wage, notice and record keeping duties.

- 4.3 Neither this Agreement nor any duties or obligations herein may be assigned by Vendor without the prior written consent of University.
- 4.4 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, 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 breach of any representation, warranty or provision contained herein by Vendor, its employees or agents.

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 Board of Trustees of Northern Illinois University shall be named an additional insured on the insurance policy or policies required hereunder. Vendor shall provide University with a certificate of insurance evidencing the insurance required hereunder prior to the commencement of services.

Vendor expressly acknowledges and agrees that payment of the deductible is its sole responsibility and certifies, represents and warrants that it has the funds available to cover this expense and will pay such deductible when required. Vendor hereby agrees to indemnify, keep and save harmless the University and the State of Illinois and their respective board members, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees, which relate to or are the result of breach of its certification and representation and warranty set forth in this paragraph.

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, agents and consultants and Vendor shall ensure and be responsible for compliance with this provision by its employees, agents and consultants. 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. 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 and to University at Northern Illinois University, Division of Operations and Community Relations, Altgeld Hall 235, DeKalb, Illinois 60115, Attn: Vice President, 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 attached exhibits and schedules, which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the services. To the extent there is a conflict between the terms in this Agreement and any attached exhibits or schedules, the terms in this Agreement shall govern. This Agreement and the SOW supersede 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**

By: _____

Name: Alan D Phillips

Title: VP for Alumni Finance

KNIGHT E/A, INC.

By: _____

Name: Kevin E. Lentz

Title: President