

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is dated as of the 1st day of July, 2014 ("Effective Date"), between the Board of Trustees of Northern Illinois University, DeKalb, Illinois 60115 ("University") and UrbanGreen, Inc., with a principal business address of PO Box 29627, San Francisco, CA 94129 ("Consultant").

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

1. Services

- 1.1 Consultant will provide consulting services to the University staff and consulting A/E team regarding design and planning of thirteen Summer and fall High Impact Campus Improvement Projects, and assist in defining future Spring 2015 projects. Additional work will include consulting with staff and department personnel on potential concepts for better integration of Stevens Hall into the larger campus landscape, and consulting services to University staff regarding RFQ best practices, and an establishment of a revised comprehensive RFQ approach for use in near term and future requests. Consultant will perform the services in accordance with any timetables and metrics as may be specified by University. Consultant 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 the University.
- 1.2 Consultant 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 June 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 by giving Consultant written notice. Consultant shall immediately cease any work then in effect. University shall pay Consultant on a pro rata basis for work completed up to the effective date of termination. Any amounts prepaid to Consultant by University for work not completed as of the effective date of termination shall be refunded to the University by Consultant.

3. Compensation and Expenses

- 3.1 In consideration and as full and complete compensation for Consultant's performance of the services described herein, and subject to the terms of this Agreement, University shall pay Consultant a total fee not to exceed Twenty-Four Thousand Nine Hundred Ninety-Nine and 00/100 Dollars (\$24,999.00). Under no circumstances will

University pay for charges in excess of the fee set forth in this Agreement. Consultant shall submit invoices in accordance with any instructions provided by University and University shall make payment to Consultant within thirty (30) days of receipt of invoice. 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 Consultant

- 4.1 Consultant 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 Consultant without the prior written consent of University.
- 4.3 Consultant 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 or in any way connected with Consultant's, its employees or agents performance of this Agreement or breach of any representation, warranty or provision contained herein.

5. Ownership and Assignment

- 5.1 Consultant 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 Consultant, 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, Consultant hereby assigns immediately upon creation to University Consultant's entire right, title and interest in all Work Product and all

Proprietary Rights in Work Product. Consultant shall execute any documents in connection with such assignment that University may reasonably request. Consultant 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, Consultant 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 Consultant's use are the sole property of University.
- 5.3 Consultant 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 Consultant's employees, and agents and Consultant shall ensure and be responsible for compliance with this provision by its employees and agents. On termination of this Agreement, Consultant 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 Consultant at the address set forth above and to University at Northern Illinois University, Office of the President, Altgeld Hall 300, DeKalb, Illinois 60115, Attn: 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, together with all associated exhibits and schedules, if any, 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 Consultant.
- 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 Consultant 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.

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

BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY

URBANGREEN, INC.

By: [REDACTED]

By: [REDACTED]

Name: Nancy Sutterfield

Name: JAMES HEID, JR

Title: Interim CFO

Title: PRESIDENT

Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

✓ **Attn: Vendors employing subcontractors**

This subsection, in its entirety, also applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University. If any subcontractor is to be used in the performance of the services required under the contract, Vendor certifies that it has provided the name(s), address(es) and amount(s) expected to be paid to the subcontractors (collectively, the "Subcontractor Information"), and that the Subcontractor Information and a description of the general type of work to be performed by the subcontractors, including a description of which portion(s) of the work will be subcontracted out, is included in the contract. Vendor may not use the services of other contractors or subcontractors not named in the contract without the prior written permission of University. If at any time during the term of the contract, a Vendor adds or changes any subcontractor, Vendor shall promptly notify the University in writing of the names, addresses, work to be performed, and the expected payment each new or replaced subcontractor will receive under the contract.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - a. the contract may be void by operation of law,
 - b. the Chief Procurement Officer may void the contract, and
 - c. the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

- 3X **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4. Vendor certifies that, for the duration of this contract, it will:
 - a) post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - b) will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
 - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47)

5. ☒ This applies only to certain service contracts and does NOT include contracts for professional or artistic services. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will Offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or Offer; and (ii) that it shall Offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
6. ☒ Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. ☒ If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. ☒ If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. ☒ Vendor certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
10. ☒ Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. ☒ Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. ☒ Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. ☒ Vendor certifies it is not in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. ☒ Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
16. ☒ Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, Offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
17. ☒ Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring University grants an exception in writing. 30 ILCS 565.

18. ☒ Drug Free Workplace
- 18.1 ☒ If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580
- 18.2 ☒ If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.
19. ☒ Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
20. ☒ Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
21. ☒ Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
22. ☒ Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
23. ☒ Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
24. ☒ Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
25. ☒ Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. ☒ This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/itaa). 30 ILCS 587.
27. ☒ Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
28. ☒ Conflict of interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the contract.
29. ☒ Vendor certifies in relation to Medicare/Medicaid and other federal debarments that neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the

Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor's employees and agents. See the following websites: <https://www.sam.gov/> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.

30. ☒ Vendor certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
31. ☒ Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

- ☒ Vendor is not required to register as a business entity with the State Board of Elections.
- ☐ Vendor is a not-for-profit entity.
- or
- ☒ Vendor does not have pending and/or current bids/proposals and contracts which in the aggregate exceed \$50,000 annually. (If this solicitation has an estimated annual value of \$50,000 or more, or when vendor's pending and/or current bids/proposals, contracts and orders in the aggregate exceed \$50,000 annually, vendor must register.)
- ☐ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act. ***INCLUDE A COPY OF VENDOR'S REGISTRATION CERTIFICATE*** (Vendors must electronically register the Business Entity Registration for Procurement (BEREP) Form at <https://BEREP.elections.il.gov/>)

32. In accordance with 30 ILCS 500/50-36, each bid, Offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, Offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, Offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- ☒ more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- ☒ the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

☒ There are no business operations that must be disclosed to comply with the above cited law.

or

☐ The following business operations are disclosed to comply with the above cited law: _____

33. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43. ***IF YOU DO NOT MEET THESE CRITERIA, THEN YOUR BID OR OFFER WILL BE DISQUALIFIED.***

Vendor must make one of the following four certifications by checking the appropriate box. IF C OR D IS CHECKED, THEN VENDOR MUST ATTACH TO THIS FORM THE REQUESTED DOCUMENTATION.

- A. ☒ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. ☐ Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. ***The State may require Vendor to provide evidence of compliance before award.***
- C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
34. Under the penalties of perjury, the FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN) noted below is correct. The vendor is doing business as a (PLEASE CHECK ONE) and enter TIN in the space provided:
- | | |
|--------------------------------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> (IRC 501 (a) only) |
| <input type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care Services Provider Corporation | |

Taxpayer Identification Number (TIN): [REDACTED]

35. Vendor agrees that this contract is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments under the terms hereof.
36. To the extent this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Prevailing Wage Act"), Vendor acknowledges that the Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/ldol/rates/rates.HTM>. Vendor certifies that all contractors and subcontractors rendering services under this contract will comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties.

37. Pursuant to the Employment of Illinois Workers on Public Works Act, Vendor shall employ Illinois laborers on all public works projects or improvements, or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, pursuant to the guidelines and exceptions in 30 ILCS 570/0.01 et. seq.
38. Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the University pursuant to the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

Company name:

URBANORSEN

Address:

PO Box 69 29627

Telephone number:

915. 218. 6701

Signature:

[Redacted Signature]

Printed name:

JAMES H. 10

Date:

12/20/13

11/22/13-NIU

Purchase Order

CHANGE ORDER

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

URBANGREEN INC
PO BOX 29627
SAN FRANCISCO CA 94129

Purchase Order	152383	Page	1
Date	09/08/2014		
Revision	1 - 11/06/2014		
Payment Terms	Net 30		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
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ATTN: INFORMATION ON THIS **CHANGE ORDER SUPERSEDES** THE ORIGINAL
PURCHASE ORDER (ITEMS IN BOLD REFLECT CHANGES MADE)

1	Design and planning of thirteen Summer and Fall High Impact Campus Improvement Projects, and assist in defining future Spring 2015 projects	1.00	LOT	24,999.00	24,999.00	06/30/2015
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Additional work will include consulting with staff and department personnel on potential concepts for better integration of Stevens Hall into the larger campus landscape, and consulting services to University staff regarding RFQ best practices, and a establishment of a revised comprehensive RFQ approach for use in near term and future requests



Total PO Amount 24,999.00

VENDOR: NIU PO# 152383 MUST BE ON INVOICE.

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

Authorized Signature 		Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each) 41 OA34525 06A n/a 680045 24,999.00	
Buyer: Jessica L Tyrrell Location: AL 300 Presidents Office Origin: PRESIDENT'S OFFICE			
PO Type: LOO PO Ref.: COD NIU FEIN: 366008480		Order Submitted by: <u>Fax</u> <u>Email</u> <u>Online</u> 11/5/14 <u>Time</u> Exhibit 60 Kent M. Clapsaddle Director, Procurement Services	

Purchase Order CHANGE ORDER

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

URBANGREEN INC
PO BOX 29627
SAN FRANCISCO CA 94129

Purchase Order	152383	Page	2
Date	09/08/2014		
Revision	1 - 11/06/2014		
Payment Terms	Net 30		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
------	------------------	----------	-----	------------	----------	----------

COD - Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this order.

NIU INTERNAL COMMENTS:

Requested by: Dori Hooker, 753-9501 | Entered by: Sonia Fagan, 753-1277
Dept: Office of the President
Completed contract received from OGC

11/6/14

Change Order

Revised Line 1 description to match executed agreement provided by NIU Office of General Counsel
KMC

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

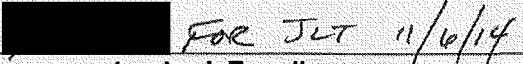
Authorized Signature 		Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each) 41 OA34525 06A n/a 680045 24,999.00	
Buyer : Jessica L Tyrrell Location : AL 300 Presidents Office Origin : PRESIDENT'S OFFICE			
PO Type : LOO PO Ref. : COD NIU FEIN : 366008480		IL Tax Exempt# E9990-9601-06	

Exhibit 60

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

URBANGREEN INC
PO BOX 29627
SAN FRANCISCO CA 94129

Purchase Order	152383	Page 1
Date	09/08/2014	
Revision		
Payment Terms	Net 30	
Freight Terms	Origin, Prepay & Add Shipping	

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
1	Provide consultation regarding architectural services for the Holmes Student Center Redevelopment and the Campus Core Housing Master Plan and other Bold Futures projects, per contract	1.00	LOT	24,999.00	24,999.00	06/30/2015

Total PO Amount 24,999.00

VENDOR: NIU PO# 152383 MUST BE ON INVOICE.



COD - Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this order.

NIU INTERNAL COMMENTS:

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

Authorized Signature  Buyer: Jessica L Tyrrell Location: AL 300 Presidents Office Origin: PRESIDENT'S OFFICE PO Type: LOO PO Ref.: COD NIU FEIN: 366008480	Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each) 41 OA34525 06A n/a 680045 24,999.00  Kent M. Clapsaddle Director, Procurement Services
IL Tax Exempt# E9990-9601-06	Exhibit 60

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

URBANGREEN INC
PO BOX 29627
SAN FRANCISCO CA 94129

Purchase Order	152383	Page	2
Date	09/08/2014		
Revision			
Payment Terms	Net 30		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007


Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
------	------------------	----------	-----	------------	----------	----------

Requested by: Dori Hooker, 753-9501
Entered by: Sonia Fagan, 753-1277
Dept: Office of the President
Completed contract received from OGC.

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

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Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

<p>Authorized Signature </p> <p>Buyer: Jessica L Tyrrell Location: AL 300 Presidents Office Origin: PRESIDENT'S OFFICE</p> <p>PO Type: LOO PO Ref.: COD NIU FEIN: 366008480</p>	<p>Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each)</p> <table style="width: 100%;"> <tr> <td>41</td> <td>OA34525</td> <td>06A</td> <td>n/a</td> <td>680045</td> <td>24,999.00</td> </tr> </table> <p style="text-align: right; font-size: 1.2em;">11/5/14</p>	41	OA34525	06A	n/a	680045	24,999.00
41	OA34525	06A	n/a	680045	24,999.00		
<p>Exhibit 60</p>							

Northern Illinois University Purchase Requisition	Check: NIU	<input checked="" type="checkbox"/>	New	<input checked="" type="checkbox"/>	Dept Ref No: PO No: 152383
	FDN	<input type="checkbox"/>	Change		
			Renewal		

Date	08/21/14		
Department	Office of the President		
Entered by	Sonia Fagan	Phone	753-1277
Requested by	Dori Hooker	Phone	753-9501

Procurement use:	Initials	Date
Req/PO Entered		9/8/14
Req/PO To Buyer		
Req Selected		11/18/14
PO Approved		

Vendor Information:

Vendor Name	James Heid		
Address 1	Urbangreen, Inc.		
Address 2	PO Box 29627		
Address 3			
City, State, Zip	San Francisco, CA 94129		
Phone number	(415) 218-6709	Fax number	

Accounting use:
initials date
9/14/14

Account Code
CITY WTP

Delivery Location

Dept, Bldg & Room No.

Delivery

Date

Fund Distribution

Requisition

TOTALS

24,999.00

24,999.00

Funding Distribution

Line	Authorized signature	Account	Fund	Cost Center	Program	Class	FY	Project /Grant	Amount
a		680045	41	OA34525		06A	2015		\$24,999.00
b									
c									

Requisition Lines

Line	Quantity	Unit	Unit Price	Description	Item Fund Distribution	Extended Line Amount
1	1	lot	24,999.0000	Provide consultation regarding architectural services for the Holmes Student Center Redevelopment and the Campus Core Housing Master Plan and other Bold Futures projects.	a	24,999.00
2						
3						

Engineer

2014 SEP 16 PM 3:02
8/22/2014 10:37 AM

CONSULTING AGREEMENT

This Consulting Agreement ("**Agreement**") is dated as of the 27th day of October, 2013 ("**Effective Date**"), between the Board of Trustees of Northern Illinois University, DeKalb, Illinois 60115 ("**University**") and UrbanGreen, Inc., with a principal business address of PO Box 29627, San Francisco, CA 91429 ("**Consultant**").

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

1. Services

- 1.1 Consultant shall provide sustainable development consulting services and deliver to University deliverables in accordance with the project objectives communicated by University to Consultant.
- 1.2 Consultant 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 8, 2013, 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 by giving Consultant written notice. Consultant shall immediately cease any work then in effect. University shall pay Consultant on a pro rata basis for work completed up to the effective date of termination. Any amounts prepaid to Consultant by University for work not completed as of the effective date of termination shall be refunded to the University by Consultant.

3. Compensation and Expenses

- 3.1 In consideration and as full and complete compensation for Consultant's performance of the services described herein, and subject to the terms of this Agreement, University shall pay Consultant a total fee not to exceed Six Thousand Six Hundred Thirty-Nine and 53/100 Dollars (\$6,639.53). Under no circumstances will University pay for charges in excess of the agreed upon fees. Consultant shall submit invoices in accordance with any instructions provided by University and University shall make payment to Consultant within thirty (30) days of receipt of invoice. 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 Consultant

- 4.1 Consultant 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 Consultant without the prior written consent of University.
- 4.3 Consultant 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 or in any way connected with Consultant's, its employees or agents performance of this Agreement or breach of any representation, warranty or provision contained herein.

5. Ownership and Assignment

- 5.1 Consultant 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 Consultant, 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, Consultant hereby assigns immediately upon creation to University Consultant's entire right, title and interest in all Work Product and all Proprietary Rights in Work Product. Consultant shall execute any documents in connection with such assignment that University may reasonably request. Consultant 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, Consultant 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 Consultant's use are the sole property of University.
- 5.3 Consultant 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 Consultant's employees, and agents and Consultant shall ensure and be responsible for compliance with this provision by its employees and agents. On termination of this Agreement, Consultant 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 Consultant at the address set forth above and to University at Northern Illinois University, Office of the President, Altgeld Hall 300, DeKalb, Illinois 60115, Attn: 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, together with all associated exhibits and schedules, if any, 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 Consultant.
- 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 Consultant 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.

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

BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY

URBANGREEN, INC.

By: [REDACTED]

By: [REDACTED]

Name: Steve Cunningham

Name: JAMES HEID

Title: Vice President of Administration

Title: PRESIDENT

Purchase Order

Send to Accty 1-22-14

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

URBANGREEN INC
PO BOX 29627
SAN FRANCISCO CA 94129

Purchase Order	145549	Page	1
Date	12/09/2013		
Revision			
Payment Terms	Net Check		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
1	Airfare	1.00	EA	505.77	505.77	12/23/2013
2	Airport Parking	1.00	LOT	52.00	52.00	12/23/2013
3	Misc meals	1.00	EA	23.62	23.62	12/23/2013
4	10% expense handling	1.00	EA	58.14	58.14	12/23/2013
5	Daily fee	3.00	EA	2,000.00	6,000.00	12/23/2013

Total PO Amount **6,639.53**

NET CHECK invoice 1341
Consulting agreement received from Legal
Services for the period of Oct 27 2013 - November 7, 2013

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 50.0/5D-11).

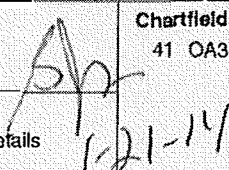
Authorized Signature	Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each)
	41 OA34525 06A n/a 680045 6,639.53
Buyer : Rebecca J May	
Location : SEE ABOVE See Above for Further Details	
Origin : PRESIDENT'S OFFICE	
PO Type : LSTD	
PO Ref. :	
NIU FEIN : 36008480	IL Tax Exempt# E9990-9601-06

Exhibit 15

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

URBANGREEN INC
PO BOX 29627
SAN FRANCISCO CA 94129

Purchase Order	145549	Page	2
Date	12/09/2013		
Revision			
Payment Terms	Net Check		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
------	------------------	----------	-----	------------	----------	----------

NIU INTERNAL COMMENTS:

Requested by: Dori Hooker 753-9501
Entered by: Sonia Fagan 753-1277
Dept: Office of the President

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

Authorized Signature		Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each)			
		41	OA34525	06A n/a	680045 6,639.53
Buyer :	Rebecca J May				
Location :	SEE ABOVE	See Above for Further Details			
Origin :	PRESIDENT'S OFFICE				
PO Type :	LSTD				
PO Ref. :					
NIU FEIN :	366008480	IL Tax Exempt# E9990-9601-06			

Exhibit 15

**Northern Illinois University
Purchase Requisition**

Check: NIU ☒ New ☒
FDN ☐ Change
Renewal ☐

Dept Ref No: _____
PO No: 145549

Date: 12/03/13
Department: Office of the President
Entered by: Sonia Fagan Phone: 753-1277
Requested by: Dori Hooker Phone: 753-9501

Procurement use: Initials Date
Req/PO Entered: [Redacted] 12/4/13
Req/PO To Buyer: [Redacted]
Req Selected: [Redacted]
PO Approved: [Redacted] 12/1/13

Vendor Information:

Vendor Name: James Heid
Address 1: UrbanGreen, Inc.
Address 2: PO Box 29627
Address 3: _____
City, State, Zip: San Francisco, CA 91429
Phone number: _____ Fax number: _____

Accounting use: Initials Date
[Redacted] 12-6-13

Delivery Location: _____
Dept, Bldg & Room No. _____

Delivery Date: _____

TOTALS
Fund Distribution: 6,639.53
Requisition: 6,639.53

Funding Distribution

Line	Authorized signature	Account	Fund	Cost Center	Program	Class	FY	Project /Grant	Amount
a	[Redacted]	680045	41	OA34525		06A	2014		\$6,639.53
b									
c									

Requisition Lines

Line	Quantity	Unit	Unit Price	Description	Item Fund Distribution	Extended Line Amount
1	1	ea	505.7700	Airfare	a	505.77
2	1	ea	52.0000	airport parking	a	52.00
3	1	ea	23.6200	misc meals	a	23.62

NIU ACCOUNTING OFFICE

2013 DEC 5 PM 3:43

Contract 18

Exhibit 15

12/4/2013 3:37 PM

1 of 2

Northern Illinois University Purchase Requisition	Check:	NIU	<input checked="" type="checkbox"/>	New	<input checked="" type="checkbox"/>	Dept Ref No: _____ PO No: _____
		FDN	<input type="checkbox"/>	Change	<input type="checkbox"/>	
				Renewal	<input type="checkbox"/>	

Date	12/03/13		
Department	Office of the President		
Entered by	Sonia Fagan	Phone	753-1277
Requested by	Dori Hooker	Phone	753-9501

Procurement use:	Initials	Date
Req/PO Entered		
Req/PO To Buyer		
Req Selected		
PO Approved		

Vendor Information:

Vendor Name					Accounting use:	
		James Heid				
	1 ea	58.1400	10% expense handling	a		58.14
	3 ea	2,000.0000	daily fee	a		6,000.00

Business Form 359 (08/26/05)



HUMAN RESOURCE SERVICES NORTHERN ILLINOIS UNIVERSITY

Independent Contractor Certified Work Statement

Independent contractor status must be determined before any work is performed. Please use the **Independent Contractor Questionnaire** to assist in making this determination. This form must then be signed by the independent contractor and sent with the check request/requisition to the Accounting Office for processing.

Date: 10/26/13

Department: Office of the President

Name of Service Provider: James Heid

Address of Service Provider: UrbanGreen, Inc.
PO Box 29627
San Francisco, CA 94129

Type of Service to be Provided (complete description required):

Sustainable Development consultant providing technical knowledge and integration skills to create a more sustainable built environment.

Date Service to Begin: 10/27/13 Completion Date: 11/8/13

Hourly/Salary Rate (if applicable): \$ _____ Total Amount to be Paid: \$ 6,639.53

Department Certification and Approval for Payment

In accordance with University policies and procedures, I certify that the individual named above will be engaged as an independent contractor to render services to Northern Illinois University. I further certify that, to the best of my knowledge, this individual is not a current employee of Northern Illinois University and is otherwise eligible to be considered an independent contractor, based on a thorough assessment of the employment conditions. This statement is therefore approved for payment.

Dana M. Frankhouser

Printed Name of Authorizing Person

Authorizing Signature

Date

10/26/13
41-0A34525-06A
Budget Acct.

Independent Contractor Certification Statement

I certify that I have been engaged as an independent contractor and performed the service(s) identified above for Northern Illinois University. I further certify that I am not currently employed by Northern Illinois University and that, to the best of my knowledge, this independent contractor designation is in accordance with applicable policies and guidelines. I also understand that the University will report to the Internal Revenue Service on Form 1099 all payments made to me during this calendar year.

JAMES HEID, JR

Printed Name of Contractor

Independent Contractor Signature

Date

urbangreen®

INVOICE

Client: Northern Illinois University

NIU / Dekalb 2020 Charrette

Attn: Dorio Hooker

via email: dorih@niu.edu

Invoice No. 1341

Service Dates. October 27-November 8

Fees				
	J Heid	3 days	@ \$2,000 per day	\$6,000.00
Expenses				
	Airfare (pro rata)		\$	505.77
	Parking at SFO		\$	52.00
	Misc Meals		\$	23.62
	10% Expense handling		\$	58.14
TOTAL DUE THIS INVOICE				<u>\$6,639.53</u>

Invoice Status: Current. No Invoices Outstanding

Due In Full: Upon Receipt

Remit to: UrbanGreen, Inc
PO Box 29627
San Francisco, CA 94129-0627

Approved: _____

Tax ID:



**NORTHERN ILLINOIS UNIVERSITY
PROFESSIONAL SERVICES AGREEMENT**

This agreement for professional services (Agreement) is entered into by and between the Board of Trustees of Northern Illinois University (Owner) and the Architect-Engineer identified below for the rendering of professional services by the Architect-Engineer as required by the Owner with regard to the Project described below. The Project is to be developed within the Design Budget set forth below. The Design Budget does not include the Architect-Engineer's compensation, construction contingency, the Owner's expenses and movable equipment.

Project Description (including citation to program statement), Scope and Location: Capital Improvement Project P2275 – Douglas Hall Demolition & Lucinda Avenue Extension, on the campus of Northern Illinois University, DeKalb, Illinois, in accordance with the Scope of Work attached hereto as Attachment A and incorporated herein by reference, and the Project Partial Program Statement attached hereto as Attachment B and incorporated herein by reference.

Design Budget:	\$3,125,000.00 (Total) \$875,000.00 (Douglas Hall Demo) \$2,250,000.00 (Lucinda Extension)
Base Bid Budget:	\$2,787,500.00 (Total) \$875,000.00 (Douglas Hall Demo) \$1,912,500.00 (Lucinda Extension)
Alternates Budget:	\$337,500.00 (Lucinda Extension)
Completion Date for Schematic Design Phase described in Article I, A:	Not Applicable to this Project This work was completed under a separate contract
Completion Date for Design Development Phase described in Article I, B:	
• Plans for Douglas Hall Demo	August 5, 2014 or 27 working days after NTP
• Plans for Lucinda Rdwy Extension	August 19, 2014 or 37 working days after NTP
Completion Date for Construction Document Phase described in Article I, C:	
• Plans for Douglas Hall Demo	September 9, 2014 or 25 working days after approval of the Design Development submittal for Douglas Hall
• Plans for Lucinda Rdwy Extension	September 30, 2014 or 31 working days after approval of the Design Development submittal for Lucinda Rdwy
Architect-Engineer's Basic Fee described in Article II, B:	\$209,000.00
Special Consultant Maximum described in Article II, E, 1:	Site Design Group, LTD 888 South Michigan Avenue, #1000 Chicago, IL 60605 312-427-7240 x 104



\$12,000.00 (Landscape Architecture)

S.T.A.T.E. Testing, LLC
570 Rock Road, Unit K
East Dundee, IL 60118
847-836-6002

\$8,200.00 (Material Testing during construction)

UrbanGreen
511 Johnson Street
Healdsburg, CA 95448
415-218-6709

\$10,000 (Urban Planning)

Special Consultant Total: \$30,200.00

On-Site Observation Reimbursement
Maximum described in Article II, E, 2:

Knight E/A, Inc.
221 North LaSalle Street, Suite 300
Chicago, IL 60601-1211
312-577-3300

\$61,800.00 (Engineering, Site Observ., Documentation)

On-Site Observation Reimbursement Total: \$61,800.00

Number of Sets of Bid Documents to be
Provided as Part of Basic Services:

Ten sets (10) sets

Reproduction of Documents Maximum
described in Article II, E, 3:

\$650.00

Architect-Engineer's Total Fee:
(Includes Basic Fee, Special Consultants,
On-Site Observation and Document Reproduction)

\$301,650.00

The total fees and expenses for the services described in this Agreement shall not exceed \$301,650.00 without Owner's prior written approval.

Addenda:

Addenda to Article I

Section E.6 shall be amended to read in its entirety, as follows:

Upon completion of the work and prior to final payment, the Architect-Engineer shall furnish the Owner one (1) printed set of their record documents. These record documents shall include: a) as-built revisions of their construction documents (drawings and specifications) in their original format The record documents will incorporate all as-built contractor information, as provided by the standard NIU Close-out Document specifications and noted below; b) one (1) set of Computer Aided Drafting and Design (CADD) files, using AutoCAD, Release 2011 or later, of the same record documents, and c) one (1) set of the record documents in the PDF file format two (2) sets of specifications, including addenda. Before delivering said printed documents and electronic files to the Owner, the Architect-Engineer shall record on them record changes that have been made in the



completed Project, with special emphasis on electrical and mechanical work, and shall eradicate all work not constructed or installed so that said documents will be a final record of the work as built reflecting only work actually constructed or installed. The Architect-Engineer shall be responsible for the correctness of said documents. Two percent (2%) of the Architect-Engineer's Basic Fee shall be retained by the Owner pending receipt by the Owner of said documents.

Addenda to Article II

Section F shall be amended as follows:

Delete the payment line that reads "Schematic Design Phase..... 15%".

Addenda to Article III

Section M shall be amended to read in its entirety, as follows:

The Architect-Engineer 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 Owner, 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 Architect-Engineer to the Owner, the Owner's officers, trustees, directors, agents and employees and others all sums which the Architect-Engineer shall become legally obligated to pay to them as damages if legal liability arises out of the performance of professional services by the Architect-Engineer and if such legal liability is caused by an error, omission or negligent act of the Architect-Engineer or of any person or organization for whom the Architect-Engineer is legally responsible. In such event, the Architect-Engineer 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 Owner of the cancellation of such policy. The Architect-Engineer, within two (2) weeks from the date hereof, shall furnish to the Owner a certificate or memorandum of insurance from the insurer respecting such policy.

The Architect-Engineer expressly acknowledges and agrees that payment of the \$100,000.00 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 should legal liability arise as set forth in Section III.M. of the Agreement. The Architect-Engineer hereby agrees to indemnify, keep and save harmless the Owner 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.

Other Addenda:

None

Attachments:

Attachment 1 (Rate Schedule), Attachment A (Scope of Work), and Attachment B (Partial Program Statement)



**Name of the Architect-Engineer
and Address for Notices:**

Kevin E. Lentz
President
Knight E/A, Inc.
221 North LaSalle Street, Suite 300
Chicago, IL 60601-1211
312-577-3300

Addresses of the Owner for Notices:

Vice President for Operations and
Community Relations
Northern Illinois University
DeKalb, Illinois 60115

with a copy to:

Office of General Counsel
Northern Illinois University
Altgeld Hall 330
DeKalb, Illinois 60115



I. ARCHITECT-ENGINEER'S SERVICES

The Architect-Engineer's Basic Services shall consist of the phases described below, and include normal architectural and structural, civil, mechanical and electrical engineering services. The Architect-Engineer's Basic Services shall include reproduction of contract documents, travel, telecommunications and similar expenditures. The Owner shall not reimburse the Architect-Engineer for such expenditures except as otherwise provided herein. The Architect-Engineer's services are subject to the requirements of the Owner's construction guidelines and procedures as more fully described herein and the program statement, a copy of which has been provided to the Architect-Engineer, and the Architect-Engineer acknowledges receipt of said information and documents.

I.A. SCHEMATIC DESIGN PHASE

I.A.1. The Architect-Engineer shall make site inspections and consult with the Owner to ascertain the requirements of the Project. The Architect-Engineer shall assist in further program interpretation and prepare schematic design studies leading to a recommended solution together with a general description of the Project for approval by the Owner. The Architect-Engineer shall provide up to seven (7) sets of the final schematic design studies as required by the Owner.

I.A.2. The Architect-Engineer shall submit to the Owner a construction cost estimate at the completion of this phase based on current area, volume or other unit costs. In the event that the total of such estimate exceeds the Design Budget, as set forth above, the Architect-Engineer shall, upon the request of the Owner and without additional compensation, revise the schematic design studies and estimate in a manner satisfactory to the Owner so that the total of the revised estimate shall not exceed the Design Budget.

I.A.3. The Architect-Engineer shall provide all services and materials set forth in this phase by the date set forth above.

I.B. DESIGN DEVELOPMENT PHASE

I.B.1. From the approved schematic design studies, the Architect-Engineer shall prepare the design development documents, consisting of plans, including equipment layouts, elevations, sections, structural, civil, mechanical, electrical and other drawings and outline specifications to establish and illustrate the size and character of the Project in its essentials as to kinds of materials, types of structural, civil, mechanical and electrical systems, site work and such other work as may be required. The Architect-Engineer shall provide up to seven (7) sets of the final design development documents as required by the Owner.

I.B.2. The Architect-Engineer shall submit to the Owner a construction cost estimate at the completion of this phase based on current area, volume or other unit costs. In the event that the total of such estimate exceeds the Design Budget, the Architect-Engineer shall, upon the request of the Owner and without additional compensation, revise the design development documents and estimate in a manner satisfactory to the Owner so that the total of the revised estimate shall not exceed the Design Budget.

I.B.3. The Architect-Engineer shall provide all services and materials set forth in this phase by the date set forth above.

I.C. CONSTRUCTION DOCUMENTS PHASE

I.C.1. From the approved design development documents, the Architect-Engineer shall prepare the construction contract documents which set forth in detail the requirements for all the architectural, structural, civil, mechanical, electrical and the assigned service-connected equipment work, site work and utilities. The Architect-Engineer shall assist in the preparation of the bidding information, including the supplemental conditions to the Owner's standard general conditions and other construction contract documents, as required by the Owner, in the form prescribed by the Owner, hereinafter



referred to as the Contract Documents.

I.C.2. At 50% completion of the Construction Documents Phase and at 90% completion of the Construction Documents Phase, the Architect-Engineer shall submit for review up to seven (7) copies of the working drawings and specifications as required by the Owner, together with further construction cost estimates. Said estimates shall be in sufficient detail to permit reviews by the Owner of the design for the purpose of making such changes, substitutions or reductions in the scope of the work as may be necessary to keep the Project within the Design Budget. The reviews shall not be considered final approval of work completed.

I.C.3. In the event that the total of such estimate exceeds the Design Budget, the Architect-Engineer shall, upon the request of the Owner and without additional compensation, revise the working drawings, specifications and estimate in a manner satisfactory to the Owner so that the total of the revised estimate shall not exceed the Design Budget.

I.C.4. The Architect-Engineer as part of its Basic Services shall prepare reflected ceiling plans and coordination drawings, where appropriate, if requested by the Owner. All electrical drawings shall show conduit routing and circuiting including the number of conductors and the size of the conduit, and all duct work shall be drawn double-lined.

I.C.5. If the Design Budget exceeds \$250,000.00, the Architect-Engineer shall comply with the provisions of Section 6 of the Illinois Purchasing Act (30 ILCS 505/6) regarding the preparation of separate specifications and drawings for equipment, labor and materials in connection with each of the five following subdivisions of the work included within the Project: (1) plumbing, (2) heating, piping, refrigeration and automatic temperature control systems, including the testing and balancing of such systems, (3) ventilating and distribution systems for conditioned air including testing and balancing of such systems, (4) electrical wiring, and (5) general contract work.

I.C.6. In preparing working drawings and specifications, no significant deviation shall be made from the approved design development documents without first obtaining the Owner's written approval for such change.

I.C.7. The Architect-Engineer shall provide all of the services and materials set forth in this phase by the date set forth above.

I.D. BIDDING PHASE

I.D.1. The Architect-Engineer shall provide, as directed by the Owner, sufficient copies of working drawings, specifications and any addenda thereto for each subdivision of work as required by the Owner for the use of bidders, for use by the contractors through the construction phase and for the use of the Owner. The cost of such sets of working drawings and specifications shall be a reimbursable expense to the extent provided in Article II, E, 3.

I.D.2. The Architect-Engineer shall assist the Owner in soliciting bids and, when directed by the Owner, arrange for a pre-bid conference at a date not less than ten (10) days prior to the date of the bid opening at which conference the Owner's projected construction schedule may be presented.

I.D.3. The Architect-Engineer shall assist the Owner in the review and evaluation of bids received and submit an analysis and written recommendations for the award of the construction contracts. If requested by the Owner, the Architect-Engineer shall present its recommendations at a public meeting.

I.D.4. If the lowest bona fide bid exceeds the Design Budget, the Owner may authorize rebidding of the Project within a reasonable time. The Architect-Engineer shall, upon the request of the Owner and without additional compensation or reimbursement, revise the working drawings and specifications to conform to the Design Budget. The Architect-Engineer shall, without additional compensation, assist the Owner in rebidding the Project and in awarding and preparing construction contracts following such



rebidding.

I.E. CONSTRUCTION PHASE

I.E.1. The construction phase is herein defined as the period of time commencing on the date the first agreement with one of the contractors is signed on behalf of the Owner and terminating upon approval by the Owner of the final certificate of payment from the final contractor to be paid. During a period of one year from the date of approval of the final certificate of payment, the Architect-Engineer shall, upon the request of the Owner, provide such services as are necessary in connection with the performance of remedial work by the contractors or subcontractors, pursuant to the guarantee provisions of their respective contracts or subcontracts, without additional compensation.

I.E.2. The Architect-Engineer shall review and approve all shop drawings and samples for conformance with the Contract Documents and advise the contractors as to the Architect-Engineer's approval or disapproval of such shop drawings or samples; prepare and process change orders; issue certificates of payment; prepare monthly construction progress reports, which reports shall include an analysis of construction, field progress, anticipated delays and the reasons therefor; secure and deliver to the Owner insurance certificates, waivers of lien, affidavits, written guarantees, operation and maintenance manuals, record drawings and other documentation required of the contractors including the sworn statement of the names of all parties furnishing materials and labor, and of the amount due or to become due each, required by Section 5 of the Mechanic's Lien Act of Illinois (770 ILCS 60/5). The Architect-Engineer shall review the contractors' statements, waivers of lien and other evidence of payment and recommend action concerning contractors' periodic and final applications for payment. Prior to final payment by the Owner to the contractors and the Architect-Engineer, the Architect-Engineer shall secure and deliver to the Owner waivers of lien from each prime contractor and each subcontractor and material supplier covering all payments certified by the Architect-Engineer and an affidavit from each contractor stating that it has paid all bills incurred by it in connection with the Project. Where there is a prime contractor or where the Owner has assigned the contracts with other contractors to a prime contractor, the Architect-Engineer shall perform the foregoing duties with respect to the prime contractor, which prime contractor shall have been given the responsibility for coordination of all other contractors' work. The services described in this paragraph shall not be performed as part of on-site observation described in paragraph I.E.4 below.

I.E.3. The Architect-Engineer shall review the progress of construction and endeavor to protect the Owner from deficiencies in the work of the contractors and subcontractors. The Architect-Engineer shall examine critical materials and major items of equipment to be installed to ascertain that such materials and equipment comply with the requirements of the Contract Documents. The Architect-Engineer shall observe the contractors' progress and shall endeavor to keep the Project within time requirements by recommending to the contractors and subcontractors the steps that would aid in restoring or maintaining the Project schedule. By issuing recommendations to the Owner for payment to the contractors, the Architect-Engineer shall represent to the Owner that, to the best of its knowledge, information and belief, the work is substantially in accordance with the Contract Documents and the amounts of payments are justified. The Architect-Engineer and its consultants shall, upon substantial completion, prepare the necessary punch lists and shall endeavor to close out the Project as quickly as feasible. Where there is a prime contractor or where the Owner has assigned the contracts with other contractors to a prime contractor, the Architect-Engineer shall perform the foregoing duties with respect to the prime contractor, which prime contractor shall have been given the responsibility for coordination of all other contractors' work.

I.E.4. The Architect-Engineer shall provide field personnel for adequate on-site observation for the purpose of reviewing the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. The on-site observation described in this paragraph constitutes services in addition to the Basic Services described in the other paragraphs of this article. The Architect-Engineer shall not be entitled to reimbursement in addition to its Basic Fee for the services described in the remainder of this article. On the basis of its on-site observation, the Architect-Engineer shall keep the Owner informed of the progress of the work and shall use its best efforts to



guard the Owner against defects and deficiencies in the work of the contractors. The Architect-Engineer shall provide additional personnel qualified to examine all aspects of the Project, including, but not limited to, general construction and electrical and mechanical aspects.

I.E.5. If requested by the Owner, the Architect-Engineer shall make recommendations on any claims between the Owner and any contractor with whom the Owner has a contract relating to the Project and on any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

I.E.6. Upon completion of the work and prior to final payment, the Architect-Engineer shall furnish the Owner one (1) set of auto-positive reproducible drawings on .003 gauge polyester Mylar film, one (1) set of Computer Aided Drafting and Design (CADD) files, using AutoCAD, Release 14 or later, and two (2) sets of specifications, including addenda. Before delivering said CADD files and reproducibles to the Owner, the Architect-Engineer shall record on them record changes that have been made in the completed Project, with special emphasis on electrical and mechanical work, and shall eradicate all work not constructed or installed so that said prints will be a final record of the work as built reflecting only work actually constructed or installed. The Architect-Engineer shall be responsible for the correctness of said prints. Two percent (2%) of the Architect-Engineer's Basic Fee shall be retained by the Owner pending receipt by the Owner of said prints.

II. ARCHITECT-ENGINEER'S COMPENSATION

The Owner agrees to compensate the Architect-Engineer in accordance with the terms and conditions of this Agreement subject to the provisions of this Article.

II.A. DESIGN BUDGET

The Design Budget set forth above shall be the maximum amount allowable for the Architect-Engineer's estimate of the total construction cost of the Project. The Design Budget shall consist of two components: the Base Bid Budget and the Alternates Budget. The Base Bid Budget set forth above shall be the maximum amount allowable for the Architect-Engineer's estimate of the total cost of construction in the contractors' base bids. The Alternates Budget set forth above shall be the maximum amount allowable for the Architect-Engineer's estimate of the total cost of construction in all alternates bid by the contractors. When the Design Budget is referred to herein, it shall mean the Base Bid Budget and the Alternates Budget, as well as the aggregate of the two.

II.B. BASIC FEE

For the Architect-Engineer's Basic Services, as described in Article I, the Basic Fee shall be as set forth above. The Architect-Engineer shall not receive compensation in addition to its Basic Fee for services provided by equipment or material manufacturers or suppliers.

II.C. ADDITIONAL SERVICES

If the Architect-Engineer shall be requested by the Owner in writing to perform services in addition to the Basic Services specified in Article I, the Architect-Engineer shall receive for such additional services an amount equal to the total compensation paid by the Architect-Engineer at its usual and customary hourly rates, for the time expended by such professional personnel who are employees of the Architect-Engineer in the performance of such additional services, plus one hundred fifty percent (150%) to cover overhead and profit. Employees of the Architect-Engineer who are professional personnel within the meaning of this paragraph shall not include specifications and report typists, electronic computer operators and CADD operators, and general office employees such as accountants, bookkeepers, secretaries, stenographers, word processors, plan clerks and switchboard operators. The compensation of professional personnel shall not include the cost of statutory personnel benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits. Compensation shall include travel time during office hours outside the city limits in which the Project is located. Compensation shall be



computed in one of the following two ways:

- a. The employee's weekly gross salary divided by forty (40) hours.
- b. The established rate schedule of the Architect-Engineer, accepted by the Owner and incorporated herein as Attachment 1.

For the additional services of personnel not employed by the Architect-Engineer, the Architect-Engineer shall be reimbursed in an amount equal to one hundred percent (100%) of the amount billed to the Architect-Engineer for such services.

II.D. CHANGE ORDERS

II.D.1. No fee shall be deducted or otherwise adjusted on credit change orders.

II.D.2. On additive change orders, with the exception of those listed in subparagraphs 3 and 4 below, the Architect-Engineer's fee shall be computed as provided in Section C of this Article.

II.D.3. On additive change orders occasioned by the Architect-Engineer's failure to design or specify correctly in the Contract Documents or to call to the attention of the Owner in writing prior to receipt of bids any item or system necessary in or to the functioning of the Project or contained in the Owner's program or prerequisite requirements which were known or should reasonably have been known by the Architect-Engineer at the time of the receipt of bids, no Architect-Engineer's fee shall be paid.

II.D.4. On additive change orders occasioned by a change in or the removal of any item or system incorporated in the Project, which change or removal is made necessary by the failure of the Architect-Engineer to design, specify or review the construction or installation of such item or system in accordance with standard architectural or engineering practice or, if such item or system is included in the Owner's program or prerequisite requirements, in accordance therewith, provided such program or prerequisite requirements were known or should reasonably have been known by the Architect-Engineer at the time of such construction or installation, no Architect-Engineer's fee shall be paid.

II.E. REIMBURSABLE EXPENSES

II.E.1. Fees for special consultants as provided for in Article III shall be paid as reimbursable expenses of the Architect-Engineer for such services, subject to a maximum reimbursement as set forth above.

II.E.2. The Owner shall reimburse the Architect-Engineer for the on-site observation required by Article I, E, 4 not to exceed the maximum amount specified above.

II.E.3. The Owner shall reimburse the Architect-Engineer for the reproduction of bidding phase documents in excess of the number to be provided as part of the Basic Services set forth above, not to exceed the amount specified above.

II.F. TIME OF PAYMENT

Payment shall be made monthly in proportion to services performed to increase the compensation for Basic Services to the following percentages of the Basic Fee at the completion of each phase of the work:

Schematic Design Phase.	15%	Bidding Phase.	70%
Design Development Phase.	30%	Construction Phase.	98%
Construction Documents Phase.	65%	Submission of Record Drawings.	100%

Payments for additional services of the Architect-Engineer and for reimbursable expenses shall be made upon presentation of the Architect-Engineer's statement of services rendered, including copies of



invoices for reimbursable expenses. No payment shall be made to the Architect-Engineer on account of additional services or reimbursable expenses unless such services or expenses have been authorized in advance by the Owner in writing. During the Construction Phase the proportion of the fee paid to the Architect-Engineer shall not exceed the proportion of the total construction cost paid by the Owner.

III. ARCHITECT-ENGINEER'S RIGHTS AND RESPONSIBILITIES

III.A. ARCHITECT-ENGINEER AS INDEPENDENT CONTRACTOR

The Architect-Engineer is an independent contractor and in providing services under this Agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of this Agreement.

III.B. NONDISCRIMINATION

The Architect-Engineer agrees that in performing under this Agreement, the Architect-Engineer shall not discriminate against any worker, employee, applicant or any member of the public as prohibited by state or federal law. The Architect-Engineer further agrees that, where required by state or federal law applicable to this Agreement, this clause will be incorporated into all contracts entered into with suppliers of materials or services who may perform any such labor or services in connection with this Agreement.

III.C. NONASSIGNMENT

The Architect-Engineer acknowledges that the Owner is induced to enter into this Agreement by, among other things, the professional qualifications of the Architect-Engineer. The Architect-Engineer agrees that neither this Agreement nor any right or obligations hereunder may be assigned in whole or in part without the prior written approval of the Owner.

III.D. ARCHITECT-ENGINEER'S CONSULTANTS

The Architect-Engineer shall employ, at its own expense, structural, mechanical, electrical and civil engineering consultants and other engineers as may be required for the effective performance of the services herein described. Special consultants, as agreed necessary by the Owner, shall be selected jointly by the Architect-Engineer and the Owner. Recommendations or suggestions from consultants shall be submitted by the Architect-Engineer to the Owner and after joint approval, shall be incorporated into the Contract Documents. The Architect-Engineer shall not receive additional compensation for coordinating material submitted by consultants and incorporating it into the Contract Documents, but shall perform such work as part of its Basic Services. The name of any consultants proposed to be employed to assist the Architect-Engineer in performing engineering and other professional services shall be submitted to the Owner for approval in writing before employment, but, notwithstanding such approval, the Architect-Engineer shall be responsible for the work of and payment to all consultants.

III.E. RECORDS OF TIME AND EXPENSES

The Architect-Engineer shall maintain, for a minimum of three (3) years after the date of final payment or the completion of this Agreement, whichever is later, such books and records relating to its performance of this Agreement which are necessary to support the amounts charged to the University under this Agreement; all books and records required to be maintained hereunder shall be available for review and audit by the Illinois Auditor General and the University; and the Architect-Engineer shall cooperate fully with any such audit. Failure to maintain the books and records required by this paragraph shall establish a presumption in favor of the University for the recovery of any funds paid by the University hereunder for which the books and records are not available.



III.F. PROJECT CODES, STANDARDS, REGULATIONS AND THE OWNER'S POLICIES/PROCEDURES

The Architect-Engineer shall prepare the Contract Documents in accordance with all applicable codes, standards and regulations, including but not limited to:

Americans with Disabilities Act (ADA), 1991, as amended

BOCA National Building Code, 1993 Edition, as amended

NFPA 101 Life Safety Code, 1994 Edition, as amended

Illinois Accessibility Standards, 1988 Edition, as amended

Illinois Plumbing Code, 1996 Edition, as amended

National Electric Code, 1996 Edition, as amended

The Architect-Engineer shall design the Project in accordance with the laws of the State of Illinois, the Board of Trustees of Northern Illinois University Regulations, and the policies and procedures of the Owner. The Owner shall furnish the Architect-Engineer with its construction or materials standards and its standard general conditions.

III.G. COOPERATION WITH THE OWNER'S CONSULTANTS

The Architect-Engineer shall cooperate with any consultant retained by the Owner.

III.H. ARCHITECT-ENGINEER'S NONPERFORMANCE OR DELAY

The Architect-Engineer shall be liable to the Owner for reasonable expenses incurred by the Owner, including court costs, as the result of the Architect-Engineer's nonperformance or delay in the performance of the services required by the terms of this Agreement and to the extent not caused by persons or events beyond its control. In order for the Architect-Engineer to complete its services within the time scheduled herein, the Architect-Engineer, without additional compensation, may be required to increase the number of shifts or overtime operations, days of work, or all of them.

III.I. LIABILITY OF THE ARCHITECT-ENGINEER - ERRORS AND OMISSIONS

The Architect-Engineer 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 Architect-Engineer's drawings and specifications by the Owner shall not relieve the Architect-Engineer of responsibility for subsequent corrections of its errors or omissions or for the clarification of any such ambiguities in the drawings and specifications.

The Architect-Engineer shall also be liable to the Owner 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 Owner 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 Owner to make reasonable effort to mitigate damages attributable to the Architect-Engineer and accruing to the Owner.



III.J. LEGAL RESPONSIBILITY

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

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

III.K. INDEMNIFICATION

The Architect-Engineer hereby agrees to indemnify, keep and save harmless the Owner 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 are the result of an error, omission or negligent act of the Architect-Engineer or any of its employees or agents arising out of or resulting from the performance of service under this Agreement except where such is due to the active negligence of the party seeking to be indemnified. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.

III.L. CONTRACTOR INDEMNIFICATION

The Owner shall require the contractors to defend, indemnify and hold harmless the Owner and the Architect-Engineer for all claims, damages, lawsuits and expenses against the Owner and the Architect-Engineer, including attorneys' fees, arising out of or resulting from the performance of the work, except where such is due to the active negligence of the party seeking to be indemnified.

III.M. INSURANCE

The Architect-Engineer 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 Ten Thousand and 00/100 Dollars (\$10,000.00), with an insurance carrier and under a policy approved by the Owner, 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 Architect-Engineer to the Owner, the Owner's officers, trustees, directors, agents and employees and others all sums which the Architect-Engineer shall become legally obligated to pay to them as damages if legal liability arises out of the performance of professional services by the Architect-Engineer and if such legal liability is caused by an error, omission or negligent act of the Architect-Engineer or of any person or organization for whom the Architect-Engineer is legally responsible. In such event, the Architect-Engineer 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 Owner of the cancellation of such policy. The Architect-Engineer, within two (2) weeks from the date hereof, shall furnish to the Owner a certificate or memorandum of insurance from the insurer respecting such policy.

III.N. MEETING RECORDS

The Architect-Engineer shall prepare the minutes for all conferences which it attends and shall promptly forward six (6) typed copies of said minutes to the Owner. The Architect-Engineer or its field representative shall conduct field meetings at regular intervals with representatives of various trade and contractors engaged in construction of the Project, prepare minutes of such meetings and forward six



(6) typed copies of same to the Owner.

IV. OWNER'S RIGHTS AND RESPONSIBILITIES

IV.A. TITLE TO DOCUMENTS

All of the documents and drawings prepared by the Architect-Engineer in fulfillment of this Agreement shall be the property of the Owner, which shall have full right and privilege to use, and to authorize others to use, said documents and drawings in any manner and for any purpose without permission from or payment to the Architect-Engineer of any compensation in addition to that provided for in this Agreement. The Owner agrees that the Architect-Engineer shall not be responsible for the use or workability of working drawings and specifications prepared hereunder in connection with any project other than the project for which they were specifically prepared. In the event that the Owner awards a contract for professional services in connection with the construction of the Project to a firm other than the Architect-Engineer or in the event that the Owner does not approve the construction of the Project, none of the rights and privileges of the Owner specified in this Article shall be thereby diminished.

IV.B. INFORMATION PROVIDED BY OWNER

The Owner shall provide the best information available pertaining to the Project building, site and utilities at its expense. This provision shall not alleviate the Architect-Engineer's responsibility to make reasonable investigation to ascertain the field conditions and the accuracy of said information.

IV.C. OWNER-PROVIDED SERVICES

Insofar as the furnishing of such services relates to the Owner's obligations with reference to the Project, the Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, and such auditing services as it may require to ascertain how or for what purposes the contractors used moneys paid to the contractors under the construction contracts.

V. JOINT RIGHTS AND RESPONSIBILITIES

V.A. INTERPRETATION OF AGREEMENT

The Owner shall determine every question of fact which may arise in relation to the interpretation of this Agreement and the Architect-Engineer's performance of its respective obligations and responsibilities hereunder. In the event of an adverse decision, the Architect-Engineer's recourse shall be that granted to it by the Illinois Court of Claims as set forth in the Illinois Court of Claims Act (705 ILCS 505/1 et seq.) or as otherwise provided by law. The Architect-Engineer shall proceed diligently with the performance of this Agreement and in accordance with Owner's decision whether or not the Architect-Engineer has an active claim pending. Continuation of the work shall not be construed as a waiver of any rights accruing to the Architect-Engineer.

V.B. CHANGES IN SCOPE

The Design Budget and the Scope of the Project may be revised from time to time after the date hereof by the Owner. Should the Owner elect to change the Design Budget or the Scope of the Project to the extent that services to be performed by the Architect-Engineer are substantially altered, the Owner and the Architect-Engineer shall negotiate an equitable adjustment in the Architect-Engineer's compensation.

V.C. PROJECT REPRESENTATIVES

The Architect-Engineer shall identify in writing one person who shall be designated Project Representative. Contact by the Owner with the Architect-Engineer shall be through the Project Representative. The Owner shall identify in writing one person who shall be the Owner's



Representative. The Owner's Representative shall have full authority to make decisions connected with the Project and approve submissions, other than requests for payment, from the Architect-Engineer. Contact by the Architect-Engineer with the Owner shall be through the Owner's Representative. Requests for payment shall require the approval of the Owner's Representative.

V.D. NOTICES

Any notice or approval permitted or required herein shall be in writing and may be mailed, sent by private courier service or sent by facsimile, all charges prepaid. Any such notice shall be deemed to have been given when placed in the United States mail, delivered to the private courier service or sent by facsimile in any case addressed to the Architect-Engineer and the Owner at the addresses as shown above or as amended in writing. One copy of notices to the Owner shall be delivered to each address of the Owner shown above.

VII. SUSPENSION OR TERMINATION OF CONTRACT

VII.A. SUSPENSION

The Owner may suspend this Agreement on thirty (30) days' written notice for a maximum period of twelve (12) months. In the event of suspension of this Agreement not occasioned by default of the Architect-Engineer, the Architect-Engineer shall be paid for services performed prior to the suspension date, pursuant to the provisions of Article II, F. Payment for services suspended at an intermediate stage, at which the percentage of completion of services may be difficult to determine, shall, if the parties hereto cannot agree to such percentage, be made in accordance with Article II, B for services in the phase under way at the time of suspension, plus the percentage due for previous phases as set forth in Article II, F. In the event a suspended project is reactivated, consideration shall be given for fees previously paid. The Architect-Engineer shall deliver to the Owner all design documents, reports, working drawings and specifications which have been prepared by the Architect-Engineer as of the date of such termination or suspension prior to final payment.

VII.B. TERMINATION FOR LACK OF APPROPRIATIONS

Obligations of the Owner will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

VII.C. TERMINATION - GENERAL

The Owner may terminate this Agreement on thirty (30) days' written notice to the Architect-Engineer. In the event termination is not occasioned by default of the Architect-Engineer, the Architect-Engineer shall be paid for services performed prior to the termination date pursuant to the schedule in Article II, F based upon percentage of completion. Payment for services terminated at an intermediate stage, at which the percentage of completion of services may be difficult to determine, shall, if the parties hereto cannot agree to such percentage, be made in accordance with Article II, B for services in the phase under way at the time of termination, plus the percentage due for previous phases as set forth in Article II, F. Upon termination the Architect-Engineer shall deliver to the Owner all design documents, reports, working drawings and specifications which have been prepared by the Architect-Engineer as of the date of termination prior to final payment.

VIII. GENERAL PROVISIONS

VIII.A. TERM

The term of this Agreement shall be from the date of the last signature hereon through the following June 30. This Agreement shall automatically renew for additional one year periods upon the issuance of the Owner's purchase order for the annual period.



VIII.B. WAIVER

The waiver by either party of any breach of this Agreement shall not constitute a waiver of any succeeding breach.

VIII.C. COUNTERPARTS; ELECTRONIC TRANSMISSION

This Agreement may be executed in any number of counterparts, any of which shall be deemed an original. 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.

VIII.D. APPLICATION OF ILLINOIS LAW AND CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Jurisdiction for any legal action arising from or in connection with this Agreement shall be limited to the State of Illinois.

VIII.E. ENTIRE AGREEMENT

This Agreement, including the Acknowledgement and Attachments 1, A and B, constitute the entire agreement between the parties hereto and can be amended only by written agreement.

Signature page follows.



IN WITNESS WHEREOF, the Architect-Engineer and the Owner, for themselves, their successors, executors, administrators and assigns, have caused this Agreement to be executed.

ARCHITECT-ENGINEER:
KNIGHT E/A, INC.

By: [REDACTED]

Name: Kevin E. Lentz

Title: President

Date: July 17, 2014

By: [REDACTED]

Name: Clayton M. Shipley

Title: Vice President

Date: July 17, 2014

TIN: 37-1380560

OWNER:
BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY

By: Doug Baker

Name: Doug Baker

Title: President

Date: 8/4/14

By: [REDACTED]

Name: Terry D. Blakemore

Title: Vice President & General Counsel

Date: July 31, 2014

By: [REDACTED]

Name: Nancy Sutterfield

Title: Interim Chief Financial Officer

Date: 8/4/14



ACKNOWLEDGEMENT (INDIVIDUAL/PARTNERSHIP)

STATE OF ILLINOIS }
 } SS
COUNTY OF }

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that who (is) (are) personally known to me, appeared before me this day in person, and acknowledged the signature, seal and delivery of the foregoing instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 20__.

My Commission Expires _____

Notary Public

ACKNOWLEDGEMENT (CORPORATION)

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

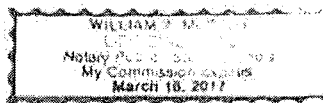
I, William Murphy, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kevin E. Lentz, and Clayton M. Shipley, of Knight E/A, Inc., a corporation, who are each personally known to me appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act as officers of the corporation identified above as the Architect-Engineer, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28 day of July, 2014.

My Commission Expires _____



Notary Public





ATTACHMENT 1
Rate Schedule
Project Billing Rate Schedule
Knight E/A, Inc.

Classification	Billing Rate
CEO, President, Sr. Vice President (20)	\$ 196.00
Vice President, Principal Engr., Planner, Arch (19)	\$ 195.00
Senior Engineer, Planner (17)	\$ 163.00
Senior Architect (16)	\$ 133.00
Project Engineer, Planner (15)	\$ 131.00
Project Architect (14)	\$ 94.00
Engineer III, Planner III (13)	\$ 119.00
Architect III (11)	\$ 88.00
Engineer II, Planner II, Designer III (10)	\$ 97.00
Architect II (9)	\$ 67.00
Engineer I, Planner I, Designer II (8)	\$ 71.00
Architect I (7)	\$ 65.00
Construction Technician (5)	\$ 53.00
Graphic Designer (4)	\$ 55.00
Engineer/Planner/Architect Intern (3)	\$ 29.00
Senior Administration (18)	\$ 137.00
Information Technology (12)	\$ 104.00
Technician, Admin Assistant, Secretary (6)	\$ 61.00



ATTACHMENT A
Scope of Work

Project Description:

Northern Illinois University (NIU) intends to extend Lucinda Avenue to the west between Stadium Drive East and Stadium Drive West (approximately 1,500 feet). In general, improvements will include full-depth hot-mix asphalt pavement structure, combination concrete curb and gutter, portland cement concrete pedestrian path(s), hot-mix asphalt bike path(s), bioswale and/or enclosed drainage system(s), lighting, landscaping, sodding, seeding, signing and striping. As part of this work, Douglas Hall will be demolished to make way for the new Lucinda Avenue alignment.

Work to be completed prior to the start of scope described herein includes the following:

1. Topographic Survey (Manhard Consulting, Ltd.)
2. Geotechnical Investigations (GSG Consultants, Inc.)
3. Planning Assistance & Coordination (Knight E/A, Inc. & UrbanGreen)

Knight E/A and UrbanGreen finalized (or will finalize) planning efforts (SCHEMATIC DESIGN PHASE) for the extension of Lucinda Avenue between Stadium Drive East and Stadium Drive West prior to the start of the DESIGN DEVELOPMENT PHASE.

Prior to proceeding with the DESIGN DEVELOPMENT PHASE, Knight will coordinate the completion and preparation of topographic surveys and geotechnical investigations.

Description of Services:

All capitalized terms which are not defined herein shall have the same meanings set forth in the Agreement. Subject to and in accordance with the terms in the Agreement, Architect-Engineer shall perform the following services with respect to the Project:

SCHEMATIC DESIGN PHASE:

This work was completed under a separate contract.

The SCHEMATIC DESIGN PHASE began April 1, 2014 and was a collaborative effort between NIU, UrbanGreen and Knight E/A. During this phase of work numerous alternatives for extending Lucinda Avenue to the west between Stadium Drive East and Stadium Drive West were studied. Work included campus-wide planning around the entire Lucinda Avenue alignment as defined by the 2014 Master Plan described in ATTACHMENT B. The phase of work determined a preferred alternative for the extension of Lucinda Avenue between Stadium Drive East and Stadium Drive West that is consistent with overall planning efforts in the 2014 Master Plan.



DESIGN DEVELOPMENT PHASE:

Design Development Plans.

The design development will be based on the approved schematic design. Prior to proceeding with this phase, Knight will coordinate the completion and preparation of topographic surveys and geotechnical investigations. Preparation will also include continued coordination with NIU on the location and relocation of existing utility installations associated with the Douglas Hall Demolition and the Lucinda Avenue Extension.

Knight proposes to provide the following services for the Douglas Hall Demolition and the Lucinda Avenue Extension during the DESIGN DEVELOPMENT PHASE.

The Design Development Submittal will be based on the approved SCHEMATIC DESIGN PHASE, however further refinement of the preferred alternative may take place during this phase. The design development submittal will identify the resolution of all building demo and roadway design elements.

1. Prepare preliminary drawings(30%) that show the following elements (a separate plan set for building demo and roadway will be submitted on different dates as indicated on Page 2 of this agreement):
 - a. Douglas Hall Demolition Plans (30%)
 - i. Cover Sheet - general location map, index of drawings, project info and project contacts
 - ii. General Notes, Legend, etc. – general demolition notes, plan detail legend, list of all utility contact information w/ status, etc.
 - iii. General Site Plan – show perimeter fencing, site access, haul road(s), existing utilities, existing topo, stockpile location(s), miscellaneous notes, etc.
 - iv. Utility Plan – show all existing utility treatments such as removal, capping, filling and relocating
 - v. Demolition/ Recycling Plan – show building demolition and removal of all sidewalk, pavement, curb removal, recycling set-up, stockpile location(s), etc.
 - vi. Foundation Plan – show foundation removal (depth below finished grade), foundation breaks for drainage, backfill details, etc.
 - vii. Grading & Site Restoration Plan – show finished grades, curb/sidewalk repairs, permanent seed/sod, etc.
 - b. Lucinda Avenue Extension Plans (30%)
 - i. Cover Sheet, Index, Standards, etc.
 - ii. General Notes, Legend, Material Req's, etc.
 - iii. Alignments, Ties, Bench Marks
 - iv. Typical Sections – show all pavements, ped path, bike path, drainage, bioswale, landscaping, lighting elements (landscaping, bioswale and ground cover species will not yet be determined)
 - v. Staging and/or Detour Plans (includes notes and sequence of construction)
 - vi. Soil Erosion & Sediment Control Plans



- vii. Removal & Adjustment Plans (20-scale)
 - viii. Plan & Profile Sheets (20-scale) – show all existing survey info, utility locations, alignments, profiles, curb and gutter, ped path, bike path, etc.
 - ix. Drainage & Utility Plans (20-scale) – bioswale design will serve as part of drainage features
 - x. Roadway Lighting Plans – general placement of various light standards
 - xi. Cross-Sections – preliminary only
2. Prepare an Opinion of Probable Construction Cost for all design elements. If the anticipated construction cost for the desired elements exceeds the available project funding, Knight will work with Northern Illinois University to prioritize the elements and make recommendations for final scope of the project.
 3. Submit up to seven (7) copies of the Design Development package including drawings, specifications and opinion of cost to the University for acceptance.
 4. Attend review meeting with Northern Illinois University.

CONSTRUCTION DOCUMENTS PHASE:

Knight will proceed with the construction documents based on the NIU approval of the scope of improvements developed through the DESIGN DEVELOPMENT PHASE. The Base Service Fee does not include the design of improvements that exceed the stated design budget.

1. Knight will submit documents to the University for review at the 60%, 90% and 100% level of completion. Knight will provide up to seven (7) sets of review documents to the University and various agencies. Each submittal will contain drawings, specifications and updated opinion of cost. Construction drawings are likely to include, but not be limited to, the following drawings (a separate plan set for building demo and roadway will be submitted on different dates as indicated on Page 2 of this agreement):
 - a. Douglas Hall Demolition Plans
 - i. Cover Sheet - general location map, index of drawings, project info and project contacts
 - ii. General Notes, Legend, etc. – general demolition notes, plan detail legend, list of all utility contact information w/ status, etc.
 - iii. Bill of Materials – as needed, demo and construction activities will be quantified (removal items, barrow excavation, utility work, etc.)
 - iv. General Site Plan – show perimeter fencing, site access, haul road(s), existing utilities, existing topo, stockpile location(s), miscellaneous notes, etc.
 - v. Utility Plan – show all existing utility treatments such as removal, capping, filling and relocating
 - vi. Soil Erosion & Sediment Control Plan – greater than 1 acre disturbed; prepare SWPPP; show all SESC measures & BMP's, etc.
 - vii. Demolition/ Recycling Plan – show building demolition and removal of all sidewalk, pavement, curb removal, recycling set-up, stockpile location(s), etc.
 - viii. Foundation Plan – show foundation removal (depth below finished grade), foundation breaks for drainage, backfill details, etc.



- ix. Grading & Site Restoration Plan – show finished grades, curb/sidewalk repairs, permanent seed/sod, etc.
- x. Special Details – curb & gutter, sidewalk, drainage, utility, etc.
- b. Lucinda Avenue Extension Plans
 - i. Cover Sheet, Index, Standards, etc.
 - ii. General Notes, Legend, Material Req's, etc.
 - iii. Summary of Quantities
 - iv. Schedule of Quantities
 - v. Alignments, Ties, Bench Marks
 - vi. Typical Sections – show all proposed work
 - vii. Staging and/or Detour Plans
 - viii. Soil Erosion & Sediment Control Plans
 - ix. Removal & Adjustment Plans (20-scale)
 - x. Plan & Profile Sheets (20-scale) – show all existing survey info, utility locations and all proposed work
 - xi. Drainage & Utility Plans (20-scale)
 - xii. Intersection Details
 - xiii. Pavement Marking & Signing Details
 - xiv. Roadway Lighting Plans
 - xv. Cross-Sections
 - xvi. Standard Details
- 2. Knight will attend one review meeting with the University after each submittal to discuss comments generated by the University and other agencies. Knight will provide a written response to all review comments within 14 calendar days.
- 3. Knight will assist the University in obtaining any necessary permits.

BIDDING PHASE:

The project will be bid as two separate construction contracts: 1) Douglas Hall Demolition and 2) Lucinda Avenue Extension. Knight will provide the following services during the BIDDING PHASE:

- 1. Issuance and advertisement.
- 2. Conduct pre-bid meeting, if required.
- 3. Assist the University in responding to Requests for Information (RFI) by prospective bidders.
- 4. Distribute plans to prospective bidders, sub-contractors and suppliers in electronic format (ADOBE, Portable Document Format).
- 5. Maintain list of all plan holders.
- 6. Prepare and issue addenda as necessary to all plan holders to provide technical clarification and interpretations.
- 7. Evaluate all bids for responsiveness and completeness. Perform bid analysis and make recommendation for award.



8. Incorporate all addenda into drawings and provide up to a maximum of five (5) sets of issued for construction documents to the successful contractor and two (2) copies to the University. Electronic copies will be made available for printing by others.
9. Provide electronic copies of all solicitation documents including initial bid documents, addenda, bids received, tabulations, e-mails and correspondence to the University's purchasing agent.

CONSTRUCTION PHASE:

Knight will provide the following services during the CONSTRUCTION PHASE.

1. Attend pre-construction meeting as required.
2. Review shop drawings and submittals for compliance with the construction documents.
3. Respond to Requests for Information (RFI) by the Contractor.
4. Assist the University in review of Contractor's schedule of values.
5. Review and analysis of laboratory test reports for material and equipment (prepared by others).
6. Knight's Project Manager will attend and assist the University at construction meetings and conferences. One meeting per week for the anticipated construction duration is included in the Base Services.
7. Knight will be present on site on a part-time basis when the contractor is performing work. The purpose of the on-site inspection is to determine if materials, finishes and workmanship are in general conformance with the construction documents as well as document and report field activities. The fee for this task was determined anticipating that on-site inspection by Knight would take place approximately 2.0 to 2.5 days per week, on average, for the duration of construction activities. Some weeks will require more oversight than others depending on the work being performed.

The inspection services will cover construction of Douglas Hall Demolition as well as the Lucinda Avenue Roadway Extension.

- a. Demolition of Douglas Hall is expected to require 60 to 75 calendar days to complete and be done so in 2014.
- b. Construction of the Lucinda Avenue Roadway Extension is expected to require 135 to 165 calendar days to complete and be done so in 2014 and 2015 with a winter shut-down period.

Progress with the demolition of Douglas Hall is expected to overlap with the start of the Lucinda Roadway construction in 2014. Start dates and duration of construction activities are estimated and are subject to change.

8. Review Contractor invoices in relation to construction progress.
9. Prepare and process change order requests.
10. Participate in Punch List development.
11. Participate in Final Inspection of Punch List items by providing input to the University.
12. Prepare Record Drawings.

REIMBURSABLE EXPENSES

1. Landscape Architecture: LA services will be provided by Site Design Group, LTD.



2. Construction Testing: Material testing services will be provided by S.T.A.T.E. Testing, LLC.

BASIC SERVICE FEE SUMMARY

Bid Documents – Douglas Hall Demolition	\$68,000.00
Bid Documents – Lucinda Roadway Extension	\$141,000.00
Landscape Architecture Services (by others)	\$12,000.00
Urban Planning (by Others)	\$10,000.00
On-Site Construction Observation	\$61,800.00
Material Testing Services (by others)	\$8,200.00
Reproduction of Documents	\$650.00
Total	\$301,650.00

ADDITIONAL SERVICES:

None.



ATTACHMENT B
Partial Program Statement

'A Great Campus Main Street' - Lucinda is one of Eight Bold Ideas for the Future expressed in the recent 2014 Master Plan 'Thesis' presentation to the university. The objective to improve the student experience by creating a 'Ten Minute Campus' will be realized with an enhanced Lucinda Avenue that extends from the Kishwaukee River on the east side of campus to Presidents Boulevard on the west. Consideration for pedestrian walks, bike paths, Huskie Bus lanes, with attractive tree-lined parkways and median strips will be considerations in the design of this 'Main Street'. The extension of Lucinda Avenue will require the removal of Douglas Hall, an older residence hall which is not a candidate for renovation or adaptive reuse.'

Reference: Board of Trustees Report- Agenda Item 8.c.(4)- March 27, 201

Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

Attn: Vendors employing subcontractors

This subsection, in its entirety, also applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University. If any subcontractor is to be used in the performance of the services required under the contract, Vendor certifies that it has provided the name(s), address(es) and amount(s) expected to be paid to the subcontractors (collectively, the "Subcontractor Information"), and that the Subcontractor Information and a description of the general type of work to be performed by the subcontractors, including a description of which portion(s) of the work will be subcontracted out, is included in the contract. Vendor may not use the services of other contractors or subcontractors not named in the contract without the prior written permission of University. If at any time during the term of the contract, a Vendor adds or changes any subcontractor, Vendor shall promptly notify the University in writing of the names, addresses, work to be performed, and the expected payment each new or replaced subcontractor will receive under the contract.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - a. the contract may be void by operation of law,
 - b. the Chief Procurement Officer may void the contract, and
 - c. the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.
2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that, for the duration of this contract, it will:
 - a) post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - b) will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
 - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47)

5. This applies only to certain service contracts and does NOT include contracts for professional or artistic services. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (I) that it will Offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or Offer; and (II) that it shall Offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information. 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it is not in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
16. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
17. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring University grants an exception in writing. 30 ILCS 565.

18. Drug Free Workplace
- 18.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580
- 18.2 If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.
19. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
20. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
21. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
22. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
25. Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/itaa). 30 ILCS 587.
27. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
28. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.
29. Vendor certifies in relation to Medicare/Medicaid and other federal debarments that neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the

Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor's employees and agents. See the following websites: <https://www.sam.gov/> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.

30. Vendor certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.

31. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

- ☐ Vendor is not required to register as a business entity with the State Board of Elections.
- ☐ Vendor is a not-for-profit entity.
- or
- ☐ Vendor does not have pending and/or current bids/proposals and contracts which in the aggregate exceed \$50,000 annually. (If this solicitation has an estimated annual value of \$50,000 or more, or when vendor's pending and/or current bids/proposals, contracts and orders in the aggregate exceed \$50,000 annually, vendor must register.)
- ☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act. ***INCLUDE A COPY OF VENDOR'S REGISTRATION CERTIFICATE*** (Vendors must electronically register the Business Entity Registration for Procurement (BEREP) Form at <https://BEREP.elections.il.gov/>)

32. In accordance with 30 ILCS 500/50-36, each bid, Offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, Offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, Offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

☒ There are no business operations that must be disclosed to comply with the above cited law.

or

☐ The following business operations are disclosed to comply with the above cited law: _____

33. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43. ***IF YOU DO NOT MEET THESE CRITERIA, THEN YOUR BID OR OFFER WILL BE DISQUALIFIED.***

Vendor must make one of the following four certifications by checking the appropriate box. IF C OR D IS CHECKED, THEN VENDOR MUST ATTACH TO THIS FORM THE REQUESTED DOCUMENTATION.

- A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. ☒ Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. ***The State may require Vendor to provide evidence of compliance before award.***
- C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
34. Under the penalties of perjury, the FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN) noted below is correct. The vendor is doing business as a (PLEASE CHECK ONE) and enter TIN in the space provided:
- | | |
|--------------------------------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> [IRC 501 (a) only] |
| <input type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care Services Provider Corporation | |

Taxpayer Identification Number (TIN):



35. Vendor agrees that this contract is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments under the terms hereof.
36. To the extent this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Prevailing Wage Act"), Vendor acknowledges that the Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. Vendor certifies that all contractors and subcontractors rendering services under this contract will comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties.

37. Pursuant to the Employment of Illinois Workers on Public Works Act, Vendor shall employ Illinois laborers on all public works projects or improvements, or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, pursuant to the guidelines and exceptions in 30 ILCS 570/0.01 et. seq.
38. Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the University pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois Internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

Company name:

KNIGHT E/A, INC.

Address:

221 N. LA SALLE STREET, SUITE 300, CHICAGO, IL 60601

Telephone number:

(312) 577-3300

Signature:



Printed name:

KEVIN E. LENTE

Date:

4/4/14

11/22/13-NIU

Financial Disclosures and Conflicts of Interest

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The University will consider this form when evaluating the Bid, Offer, or Proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

This disclosure is submitted for (check one):

- ☐ Vendor
- ☒ Vendor's Parent Entity(ies) (show 100% ownership)
- ☐ Subcontractor(s) >\$50,000
- ☐ Subcontractor's Parent Entity(ies) > \$50,000

Project Name: Civil Engineering Retainer Contract – Parking Lot, Driveway, and Road Renovation

Procurement Bulletin Reference #: _____

Vendor Name: Knight F/A, Inc.

Doing Business As (DBA): _____

Disclosing Entity Name: Knight Partners, LLC

Disclosing Entity's Parent Entity: Knight Partners, LLC

Subcontractor: _____

Instrument of Ownership or Beneficial Interest (check one):

- ☐ Sole Proprietorship
 - ☐ Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
 - ☐ Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
 - ☒ Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
 - ☐ Not-for-Profit
 - ☐ Trust Agreement (Beneficiary)
 - ☐ Other
- If you selected Other, please describe: _____

Step 1

Supporting Documentation Submittal

All vendors complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ **Option 1 – Publicly Traded Entities**

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor,
OR
1.B. ☐ Attach a copy of the Federal 10-K, and skip to Step 3.

☐ **Option 2 – Privately Held Entities with more than 200 Shareholders**

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
2.B. ☐ Complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ **Option 3 – All other Privately Held Entities, not including Sole Proprietorships**

- 3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ **Option 4 – Foreign Entities**

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and skip to Step 3.

☐ **Option 5 – Not-for-Profit Entities**

- ☐ Complete Step 2, Option B.

☐ **Option 6 – Sole Proprietorships**

- ☐ Skip to Step 3.

<p align="center">Step 2</p> <p align="center">Disclosure of Financial Interest or Board of Directors</p> <p align="center">All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value</p> <p align="center">Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

Option A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4.A. In Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership
JWE Knight S-Corp (James E. Wolfe, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	39.93%	N/A
KEL Knight S-Corp (Kevin E. Lentz, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	37.95%	N/A
MMM Knight S-Corp (Melissa M. Mulhern, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	6.88%	N/A
Joseph Lamb	1414 W. Anthony Drive, P.O. Box 1730 Champaign, IL 61824	6.33%	N/A
DGK Knight S-Corp (Daniel G. Kavanaugh, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	5.59%	N/A

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. In Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
JWE Knight S-Corp (James E. Wolfe, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	39.93%	\$0
KEL Knight S-Corp (Kevin E. Lentz, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	37.95%	\$0
MMM Knight S-Corp (Melissa M. Mulhern, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	6.88%	\$0
Joseph Lamb	1414 W. Anthony Drive, P.O. Box 1730 Champaign, IL 61824	6.33%	\$0
DGK Knight S-Corp (Daniel G. Kavanaugh, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	5.59%	\$0

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20. ☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity. ☒ Yes ☐ No

Option B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

Name	Address

Step 3

Disclosure of Lobbyist or Agent

Complete only if bid, offer, or contract has an annual value over \$25,000

Subcontractors with subcontract annual value of more than \$50,000 must complete

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any University officer or employee concerning this bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this State/University contract: N/A

Step 4

Prohibited Conflicts of Interest

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: JWE Knight S-Corp (James E. Wolfe, Owner)

1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

Step 5

Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: JWE Knight S-Corp (James E. Wolfe, Owner)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No

5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

<p align="center">Step 6 Explanation of Affirmative Responses All vendors must complete regardless of annual bid, offer, or contract value Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

<p align="center">Step 7 Potential Conflicts of Interest Relating to Debarment & Legal Proceedings Complete only if bid, offer, or contract has an annual value over \$25,000 Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: JWE Knight S-Corp (James E. Wolfe, Owner)

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

Step 4**Prohibited Conflicts of Interest**

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: KEL Knight S-Corp (Kevin E. Lentz, Owner)

7. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
8. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
9. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
10. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
11. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
12. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

Step 5**Potential Conflicts of Interest Relating to Personal Relationships**

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: KEL Knight S-Corp (Kevin E. Lentz, Owner)

11. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
12. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
13. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No
14. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No

15. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
16. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
17. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
18. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
19. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
20. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

Step 6
Explanation of Affirmative Responses
All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

Step 7
Potential Conflicts of Interest
Relating to Debarment & Legal Proceedings
Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: KEL Knight 5-Corp (Kevin E. Lentz, Owner)

6. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
7. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
8. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
9. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
10. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

Step 4

Prohibited Conflicts of Interest

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: MMM Knight S-Corp (Melissa M. Mulhern, Owner)

13. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
14. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
15. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
16. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
17. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
18. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

Step 5

Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: MMM Knight S-Corp (Melissa M. Mulhern, Owner)

21. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
22. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
23. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No

24. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No
25. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
26. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
27. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
28. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
29. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
30. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

<p align="center">Step 6 Explanation of Affirmative Responses All vendors must complete regardless of annual bid, offer, or contract value Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

<p align="center">Step 7 Potential Conflicts of Interest Relating to Debarment & Legal Proceedings Complete only if bid, offer, or contract has an annual value over \$25,000 Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: MMM Knight S-Corp (Melissa M. Mulhern, Owner)

11. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
12. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
13. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
14. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
15. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

<p align="center">Step 4 Prohibited Conflicts of Interest All vendors must complete regardless of annual bid, offer, or contract value Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Joseph Lamb

19. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
20. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
21. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
22. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
23. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
24. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

<p align="center">Step 5 Potential Conflicts of Interest Relating to Personal Relationships Complete only if bid, offer, or contract has an annual value over \$25,000 Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Joseph Lamb

31. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
32. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
33. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No
34. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No

35. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
36. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
37. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
38. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
39. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
40. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

Step 6

Explanation of Affirmative Responses

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

Step 7

Potential Conflicts of Interest

Relating to Debarment & Legal Proceedings

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Joseph Lamb

16. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
17. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
18. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
19. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
20. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

<p align="center">Step 6 Explanation of Affirmative Responses All vendors must complete regardless of annual bid, offer, or contract value Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

<p align="center">Step 7 Potential Conflicts of Interest Relating to Debarment & Legal Proceedings Complete only if bid, offer, or contract has an annual value over \$25,000 Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: DGK Knight S-Corp (Daniel G. Kavanaugh, Owner)

21. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
22. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
23. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
24. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
25. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

<p align="center">Step 8 Disclosure of Current and Pending Contracts Complete only if bid, offer, or contract has an annual value over \$25,000 Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with State of Illinois agencies or universities? ☐ Yes ☒ No

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./ Bulletin #

Please explain the procurement relationship: _____

<p align="center">Step 9 Sign the Disclosure All vendors must complete regardless of annual bid, offer, or contract value Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

This disclosure is signed and made under penalty of perjury by an authorized officer or employee on behalf of the Offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Knight E/A, Inc.

Signature: _____ Date: July 16, 2013

Printed Name: Kevin E. Lentz, PE

Title: President

Phone Number: (312) 577-3381

Email Address: KLentz@knightea.com

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 11477

Knight E/A, Inc.

221 N. LaSalle Street
Suite 300

Chicago IL 60601-1211

Information for this business last updated on:

Thursday, October 10, 2013

Certificate produced on Monday, March 24, 2014 at 12:29 PM



Financial Disclosures and Conflicts of Interest

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The University will consider this form when evaluating the Bid, Offer, or Proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

This disclosure is submitted for (check one):

- ☒ Vendor
- ☐ Vendor's Parent Entity(ies) (show 100% ownership)
- ☐ Subcontractor(s) >\$50,000
- ☐ Subcontractor's Parent Entity(ies) > \$50,000

Project Name: Civil Engineering Retainer Contract – Parking Lot, Driveway, and Road Renovation

Procurement Bulletin Reference #: SMO42811

Vendor Name: Knight E/A, Inc.

Doing Business As (DBA): _____

Disclosing Entity Name: Knight E/A, Inc.

Disclosing Entity's Parent Entity: Knight Partners, LLC.

Subcontractor: _____

Instrument of Ownership or Beneficial Interest (check one):

- ☐ Sole Proprietorship
 - ☒ Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
 - ☐ Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
 - ☐ Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
 - ☐ Not-for-Profit
 - ☐ Trust Agreement (Beneficiary)
 - ☐ Other
- If you selected Other, please describe: _____

<p align="center">Step 1 Supporting Documentation Submittal All vendors complete regardless of annual bid, offer, or contract value Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ **Option 1 – Publicly Traded Entities**

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
1.B. ☐ Attach a copy of the Federal 10-K, and skip to Step 3.

☐ **Option 2 – Privately Held Entities with more than 200 Shareholders**

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
2.B. ☐ Complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ **Option 3 – All other Privately Held Entities, not including Sole Proprietorships**

- 3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ **Option 4 – Foreign Entities**

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and skip to Step 3.

☐ **Option 5 – Not-for-Profit Entities**

- ☐ Complete Step 2, Option B.

☐ **Option 6 – Sole Proprietorships**

- ☐ Skip to Step 3.

Step 2**Disclosure of Financial Interest or Board of Directors**

All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

Option A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4.A. In Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership
Knight Partners, LLC	221 N. LaSalle, Suite 300 Chicago, IL 60601	100%	N/A

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. In Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Knight Partners, LLC	221 N. LaSalle, Suite 300 Chicago, IL 60601	100%	N/A

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20. ☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity. ☒ Yes ☐ No

Option B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 In Step 1, list members of your board of directors. Please include an attachment if necessary.

Name	Address

Step 3
Disclosure of Lobbyist or Agent
 Complete only if bid, offer, or contract has an annual value over \$25,000
 Subcontractors with subcontract annual value of more than \$50,000 must complete

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any University officer or employee concerning this bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this State/University contract: N/A

Step 4
Prohibited Conflicts of Interest
 All vendors must complete regardless of annual bid, offer, or contract value
 Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Knight Partners, LLC

1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☒ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☒ No

Step 5

Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000

Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Knight Partners, LLC

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

Step 6 Explanation of Affirmative Responses All vendors must complete regardless of annual bid, offer, or contract value Subcontractors with subcontract annual value of more than \$50,000 must complete

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

Step 7 Potential Conflicts of Interest Relating to Debarment & Legal Proceedings Complete only if bid, offer, or contract has an annual value over \$25,000 Subcontractors with subcontract annual value of more than \$50,000 must complete

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Knight Partners LLC

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

Step 8 Disclosure of Current and Pending Contracts Complete only if bid, offer, or contract has an annual value over \$25,000 Subcontractors with subcontract annual value of more than \$50,000 must complete

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with State of Illinois agencies or universities? ☒ Yes ☐ No

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./ Bulletin #

Please explain the procurement relationship: see Attached

Step 9

Sign the Disclosure

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

This disclosure is signed and made under penalty of perjury by an authorized officer or employee on behalf of the Offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Knight E/A, Inc.

Signature: _____

Date: July 16, 2013

Printed Name: Kevin E. Lentz, PE

Title: President

Phone Number: (312) 577-3381

Email Address: KLentz@knightea.com

Current Contracts with State of Illinois Units

Agency/University	Project Title	Status	Value	Contract Reference / P.O. / Illinois Procurement Bulletin #
State of Illinois Capital Development Board	Calumet Armory roof and Interior/exterior	Ongoing	\$158,400	Project 546-108-003
Illinois Department of Transportation	I-55, US 30 to Weber Road	Ongoing	\$9,036,827	PTB 140-002
Illinois Department of Transportation	IL 60/83 from IL 176 to EJ&E Railroad	Ongoing	\$1,549,424	PTB 143-003
Illinois Department of Transportation	I-64 Phase I/II Structures over Wabash River	Ongoing	\$794,928	PTB 147-042
Illinois Department of Transportation	Phase I, Various Bridges, Various Counties Region One/ District One	Ongoing	\$1,028,307	PTB 150-006
Illinois Department of Transportation	Phase III, I-55 at Arsenal Road	Ongoing	\$7,766,579	PTB 151-001
Illinois Department of Transportation	Phase II, IL 59 lane additions and bridge replacement	Ongoing	\$5,521,415	PTB 153-005
Illinois Department of Transportation	Phase III, I-57 over I-294	Ongoing	\$5,360,414	PTB 155-003
Illinois Department of Transportation	Phase II, IL 7 (159 th Street) from I-355 to Will-Cook Road	Ongoing	Pending	PTB 157-004
Illinois Department of Transportation	HSR Chicago to St. Louis	Ongoing	\$3,000,000 max work order as assigned	PTB 160-027
Illinois Tollway	Design and Construction Project Management; I- 294/I-57	Ongoing	\$16,848,331	PSB 11-4/12
University of Illinois at Chicago	MEP Retainer Contract	Ongoing	N/A	N/A
University of Illinois at Chicago	Utilities Master Plan	Ongoing	N/A	QBS# PSS999C11036
Northern Illinois University	Civil Engineer Consultant Retainer	Ongoing	N/A	QBS# SM042811
CDB	Department of Natural Resources Replace Sewage Treatment Plants and Shower Building Kankakee River Conservation Area and State Park – Kankakee County	Contract Negotiations	\$174,000	Bulletin 181 Project # 102-313-047

Current Pending Proposals with State of Illinois Units:

Agency/ University	Project Title	Status	Value	Contract Reference / P.O. / Illinois Procurement Bulletin #
IDOT	Job No. C-91-667-10, IL 19 (Irving Park Road) at York Road, Phase III Project, DuPage County, Region One/District One.	Contract Negotiations	N/A	PTB 165/Item 1
Illinois Tollway	I-90, Retaining Wall and Bridge Widening, West of Higgins Road to IL 53. Construction Management Services.	Contract Negotiations	N/A	PSB 13-1 – Item 9 Contract # I-13-4098
UIC	Architecture Retainer Consultant	Pending	N/A	QBS #PSS600C14001
UIC	MEP Retainer Consultant	Pending	N/A	PSS600-C14003
IDOT	Phase I/II Project for Smart Highway Design, Along I-94/US 41 from Kennedy/Edens Junction to Wisconsin State Line	Pending	N/A	PTB 168/Item 6 P-91-376-13
IDOT	IL 56 at Hanks Road and Hanks Rd. over Lake Run Creek, Phase II project	Pending	N/A	PTB 168/Item 5 D-91-309-13
UIC	Soccer Field Renovation – South Campus	Pending	N/A	QBS #PSS699-C13043
UIC	South Campus Synthetic Turf	Pending	N/A	QBS #PSS699-C13054

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

KNIGHT ENGINEERS & ARCHITECTS
221 N LASALLE ST STE 300
CHICAGO IL 60601-1211

Purchase Order	1600151373	Page	1
Date	08/20/2015		
Revision			
Payment Terms	Net 30		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
1	Provide professional services, including design development, construction documents, consultants, and on-site observation for extension of Lucinda Avenue, per contract	1.00	LOT	85,740.00	85,740.00	08/20/2015

Please reference P2275 - Douglas Hall Demolition & Lucinda Avenue Extension on all invoices.

Total PO Amount **85,740.00**


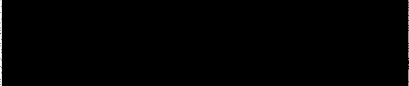
8/20/15 - jmt

Rolling original PO#151373 of \$301,650.00 FY15 to FY16 with a balance of \$85,740.00 per department.

VENDOR: NIU PO# 1600151373 MUST BE ON INVOICE(S).

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer. This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Copies of these rules are available upon request.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that it will pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

Authorized Signature  Buyer: Scott M Olsen Location: SEE ABOVE See Above for Further Details Origin: X	Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each) 41 OP58049 99F n/a 692005 85,740.00  Michele Danza, CPSM Director, Procurement Services
PO Type: LSTD PO Ref.: NIU FEIN: 366008480 IL Tax Exempt# E9990-9601-06	Exhibit 65

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

KNIGHT ENGINEERS & ARCHITECTS
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Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
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CERTIFICATE OF INSURANCE - Prior to beginning work on this project, the vendor is to provide NIU with a Certificate of Insurance naming Additional Insured, to read as follows: "NIU, the Board of Trustees of Northern Illinois University, and its members, representatives, officers, agents, and employees". Please fax or email a copy of the Certificate of Insurance to Jessica Tyrrell at 815-753-6800 or tyrrell@niu.edu, and mail the original to: Attn: Jessica Tyrrell, Procurement Services, Lowden Hall 107, Northern Illinois University, DeKalb, IL 60115.

PREVAILING WAGE - The State of Illinois requires contractors (vendors) to pay prevailing wage, if applicable, for work performed for the University (see website: www.state.il.us/agency/idol click "Prevailing Wage Rates" for current month for the county in which the work is being performed). The above website includes requirements and rates. Any subcontractors (if used) are required to be paid prevailing wage as well. Work on this project is being performed in DeKalb County, IL.

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		41	OP58049	99F n/a	692005 85,740.00
Buyer :	Scott M Olsen				
Location :	SEE ABOVE	See Above for Further Details			
Origin :	X				
PO Type :	LSTD	Exhibit 65			
PO Ref. :					
NIU FEIN :	366008480				
	IL Tax Exempt# E9990 9601 -06				

Exhibit 65

Purchase Order

Northern Illinois University

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Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
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NIU INTERNAL COMMENTS:

Requested by: Tom Wroblewski, 753-6291
Entered by: Adrienne Arhos, 753-0907
Dept: Facilities Planning & Operations

QBS # smo42811 opened 4/28/11 at 4:30PM
3rd of 5 one-year renewal options through FY17
FY15 award published 2/18/14 for \$249,000; PPB waiver received 2/24/14
FY15 change order published 7/16/14 for \$120,000; PPB waiver received 7/21/14
BOT project approval received 3/27/14 for \$4.5m
Contract received from OGC
Updated certifications and disclosures on file

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Buyer :	Scott M Olsen				
Location :	SEE ABOVE	See Above for Further Details			
Origin :	X				
PO Type :	LSTD	Exhibit 65			
PO Ref. :					
NIU FEIN :	366008480	IL Tax Exempt# E9990-9601-06			

Exhibit 65

State of Illinois

FY16

Contract -- Obligation Document

Agency No. **6 4 4**

Fiscal Year	Transaction Code	Contract/Obligation No.	Transaction Date	Nine Digit Taxpayer ID Number	Legal Status
2016	9900	151373	9/4/2015	371380560	04
Contract Action	Class Code	Governor's Release No.	Vendor's Name and Address		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change	99		Knight Engineers & Architects 221 N LaSalle St Ste 300 Chicago, IL 60601-1211		
Appropriation Code		Obligation Amount			
Institutional Funds		File Only			
			Multiple Year Contract	Maximum Contract Amount	
				\$85,740.00	
			Month/Day/Year - Month/Day/Year		
			Current Fiscal Year of Contract	Annual Contract Amount	
			7/1/2015 - 6/30/2016	\$85,740.00	
			Month/Day/Year - Month/Day/Year	Reimbursement Expenses Included	
			Multiple Year Contract Amounts	Year 2 -- 7 (and over)	
			2	3	4
			5	6	7

Description:

Provide professional services, including design development, construction documents consultants, and on-site observation for extension of Lucinda Avenue.

County Code: 037

Location: DeKalb, IL 60115

Rolled from FY15 to FY16

Method of Compensation		Procurement Information		Travel Expenses	
MR		Award Code: F 30 ILCS 500/30-15		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		Publication Date: 7/16/2015		Amount:	
(Time)		Reference #: smo42811		Advance Payment	
	(If Multiple Rates, Specify)	Subcontractor Utilization: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		Subcontractor Disclosure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Amount:	
		NIU-BOARD OF TRUSTEES			
Prepared By: Annette M. Reyes	Date: 9/4/2015	Contracting Agency/Division			
		NIU-BOARD OF TRUSTEES			
Authorized By:	Date:	Filing Agency/Division			

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

Purchase Order	1600151373	Page 1
Date	08/20/2015	
Revision		
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Freight Terms	Origin, Prepay & Add Shipping	

KNIGHT ENGINEERS & ARCHITECTS
221 N LASALLE ST STE 300
CHICAGO IL 60601-1211

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Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
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Email: accountingoffice@niu.edu
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Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
1	Provide professional services, including design development, construction documents, consultants, and on-site observation for extension of Lucinda Avenue, per contract	1.00	LOT	85,740.00	85,740.00	08/20/2015

Please reference P2275 - Douglas Hall Demolition & Lucinda Avenue Extension on all invoices.

Total PO Amount 85,740.00

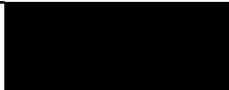
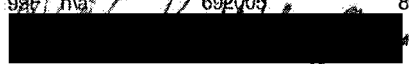
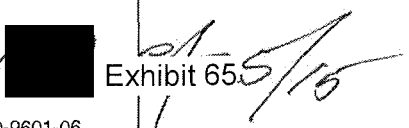
8/20/15 - jmt

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Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

Authorized Signature 		Chartfields (fund, cost chtr, class, project/grant, account, total \$ for each) 41 OP58049 997 n/a 692005 85,740.00	
Buyer : Scott M Olsen Location : SEE ABOVE See Above for Further Details Origin : X		 Director, Procurement Services	
PO Type : LSTD PO Ref. : NIU FEIN : 366008480 IL Tax Exempt# E9990-9601-06		 Exhibit 65	

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
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815/753-1671

KNIGHT ENGINEERS & ARCHITECTS
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Date	08/20/2015		
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Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
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CERTIFICATE OF INSURANCE - Prior to beginning work on this project, the vendor is to provide NIU with a Certificate of Insurance naming Additional Insured, to read as follows: "NIU, the Board of Trustees of Northern Illinois University, and its members, representatives, officers, agents, and employees". Please fax or email a copy of the Certificate of Insurance to Jessica Tyrrell at 815-753-6800 or tyrrell@niu.edu, and mail the original to: Attn: Jessica Tyrrell, Procurement Services, Lowden Hall 107, Northern Illinois University, DeKalb, IL 60115.

PREVAILING WAGE - The State of Illinois requires contractors (vendors) to pay prevailing wage, if applicable, for work performed for the University (see website: www.state.il.us/agency/idol click "Prevailing Wage Rates" for current month for the county in which the work is being performed). The above website includes requirements and rates. Any subcontractors (if used) are required to be paid prevailing wage as well. Work on this project is being performed in DeKalb County, IL.

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Buyer :	Scott M Olsen				
Location :	SEE ABOVE See Above for Further Details				
Origin :	X				
PO Type : LSTD		Exhibit 65			
PO Ref. :					
NIU FEIN : 366008480					
IL Tax Exempt# E9990-9601-06					

Purchase Order

Northern Illinois University

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Lowden Hall 107
590 College Ave
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815/753-1671

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Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
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NIU INTERNAL COMMENTS:

Requested by: Tom Wroblewski, 753-6291
Entered by: Adrienne Arhos, 753-0907
Dept: Facilities Planning & Operations

QBS # smo42811 opened 4/28/11 at 4:30PM
3rd of 5 one-year renewal options through FY17
FY15 award published 2/18/14 for \$249,000; PPB waiver received 2/24/14
FY15 change order published 7/16/14 for \$120,000; PPB waiver received 7/21/14
BOT project approval received 3/27/14 for \$4.5m
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Buyer :	Scott M Olsen				
Location :	SEE ABOVE	See Above for Further Details			
Origin :	X				
PO Type :	LSTD				
PO Ref. :					
NIU FEIN :	366008480	IL Tax Exempt# E9990-9601-06			

Exhibit 65

New Window | Help |

PO View | Payments By Voucher Lines | Budget Encumbrance Ledger Line

Unit NIUDK PO Number 0000151373 PO Status Dispatched PO Date 07/11/2014 Acctg Date 07/11/2014 [Go To Update PO](#)

Supplier 0000051103 KNIGHT ENGINEERS & ARCHITECTS Buyer Jessica L Tyrell AT-20141110 Recvd Status Not Recvd

Type LSTD PO Ref C00 P2775 CO# 0 Merchandise Amount \$301,650.000

All PO Distr Lines Available = PO Merch less Vchr Monetary Personalize | Find | [First](#) 1 of 1 [Last](#)

Amounts | Distribution Details | Item Description | [Print](#)

Ln	Seq	Det	Available	PO Merchandise	Vchr Pending	Vchrs Processed	Distr Stat Prc
1	1	1	85,749.000	301,650.000		215,010.000	Open N

Line Change Orders Personalize | Find | [First](#) 1 of 1 [Last](#)

Ln	Seq	Chg Field Name	New Numeric Value	New Field Value
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Schedule Change Orders Personalize | Find | [First](#) 1 of 1 [Last](#)

Ln	Seq	Chg Seq	Field Name	New Numeric Value	New Field Value
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Purchase Adjustments Personalize | Find | [First](#) 1 of 1 [Last](#)

Ln	Seq	Adj Inpstr	Adj Seq	Adj Type	Adjustment	Misc Chg	Account Entry Type
1	1	Price	1	Base	301650.00000		

[Return to Search](#)

PO View | Payments By Voucher Lines | Budget Encumbrance Ledger Line

8-20-15 JT

Rolled bal 85740.00 to FY16

Exhibit 65

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

KNIGHT ENGINEERS & ARCHITECTS
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*Mailed
8/1/14*

Purchase Order	151373	Page	1
Date	07/11/2014		
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Freight Terms	Origin, Prepay & Add Shipping		

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Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
1	Provide professional services, including design development, construction documents, consultants, and on-site observation for extension of Lucinda Avenue, per contract	1.00	LOT	301,650.00	301,650.00	12/31/2014

Please reference P2275 - Douglas Hall Demolition & Lucinda Avenue Extension on all invoices.

Total PO Amount 301,650.00



VENDOR: NIU PO# 151373 MUST BE ON INVOICE(S).

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Authorized Signature  Buyer: Jessica L. Tyrrell Location: SEE ABOVE See Above for Further Details Origin: Facilities Planning & Operatio	Chartfields (fund, cost cntr, class, project/grant account, total \$ for each) 41 OP58049 89F 650.00  Kent M. Clapsaddle Director, Procurement Services
PO Type: LSTD PO Ref.: COD P2775 NIU FEIN: 366008480 IL Tax Exempt# E9990-9601-06	Exhibit 65

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Certificate of Insurance to Jessica Tyrrell at 815-753-6800 or tyrrell@niu.edu, and mail the original to: Attn: Jessica Tyrrell, Procurement Services, Lowden Hall 107, Northern Illinois University, DeKalb, IL 60115.

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Requested by: Tom Wroblewski, 753-6291
Entered by: Adrienne Arhos, 753-0907

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Authorized Signature 	Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each) 41 OP58049 99F n/a 692005 301,650.00
Buyer: Jessica L Tyrrell Location: SEE ABOVE See Above for Further Details Origin: Facilities Planning & Operatio	
PO Type: LSTD PO Ref.: COD P2775 NIU FEIN: 386008480 IL Tax Exem.pt# E9990-9601-06	Exhibit 65

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Dept: Facilities Planning & Operations

QBS # smo42811 opened 4/28/11 at 4:30PM
3rd of 5 one-year renewal options through FY17
FY15 award published 2/18/14 for \$249,000; PPB waiver received 2/24/14
FY15 change order published 7/16/14 for \$120,000; PPB waiver received 7/21/14
BOT project approval received 3/27/14 for \$4.5m
Contract received from OGC
Updated certifications and disclosures on file

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

Authorized Signature



Buyer: Jessica L Tyrrell
Location: SEE ABOVE See Above for Further Details
Origin: Facilities Planning & Operatio

Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each)

41	OP58049	99F	n/a	692005	301,650.00
----	---------	-----	-----	--------	------------

PO Type : LSTD
PO Ref. : COD P2775
NIU FEIN : 366008480

IL Tax Exempt# E9990-9601-06

Exhibit 65

State of Illinois

FY15

Contract -- Obligation Document

Agency No. **6 4 4**

Fiscal Year	Transaction Code	Contract/Obligation No.	Transaction Date	Nine Digit Taxpayer ID Number	Legal Status
2015	9900	151373	8/15/2014	371380560	04
Contract Action	Class Code	Governor's Release No.	Vendor's Name and Address		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change	99		Knight Engineers & Architects 221 N LaSalle St Ste 300 Chicago, IL 60601-1211		
Appropriation Code		Obligation Amount			
Institutional Funds		File Only			
			Multiple Year Contract		Maximum Contract Amount
					\$301,650.00
			Month/Day/Year - Month/Day/Year		
			Current Fiscal Year of Contract		Annual Contract Amount
			7/1/2014 - 6/30/2015		\$301,650.00
			Reimbursement Expenses Included		
			Multiple Year Contract Amounts		Year 2 -- 7 (and over)
			2	3	4
			5	6	7

Description:

Provide Professional Services, including design development, construction documents, consultants, and on-site observation for extension of Lucinda Avenue.

County Code: 037

Location: DeKalb, IL 60115

Method of Compensation		Procurement Information		Travel Expenses	
MR		Award Code: F (30 ILCS 500/30-15)		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(Rate) (Time)		Publication Date: 7/16/2014		Amount:	
(If multiple Rates, Specify)		Reference #: smo 42811		Advance Payment	
		Subcontractor Utilization: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
		Subcontractor Disclosure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Amount:	
		8-15-14 NIU-BOARD OF TRUSTEES			
Prepared By: Annette M. Reyes		Date: 8/15/2014 Contracting Agency/Division			
		NIU-BOARD OF TRUSTEES			
Authorized By:		Date: Filing Agency/Division			

Northern Illinois University Purchase Requisition	Check:	NIU	<input checked="" type="checkbox"/>	New	<input checked="" type="checkbox"/>	Dept Ref No: <u>P2275</u> PO No: <u>151373</u>
		FDN	<input type="checkbox"/>	Change	<input type="checkbox"/>	
				Renewal	<input type="checkbox"/>	

Date: 07/01/14
 Department: Facilities Planning & Operations
 Entered by: Adrienne Arhos Phone: 753-0907
 Requested by: Tom Wroblewski Phone: 753-6291

Procurement use:	Initials	Date
Req/PO Entered		7/1/14
Req/PO To Buyer		
Req Selected		8/1/14
PO Approved		

Vendor Information:

Vendor Name: Knight Engineers & Architects
 Address 1: 223 N LaSalle St, Ste 300
 Address 2:
 Address 3:
 City, State, Zip: Chicago IL 60601-1211
 Phone number: Fax number:

Accounting use:
initials date

Klontz@knightea.com

Delivery Location: Dept, Bldg & Room No. Delivery Date: Fund Distribution: TOTALS
 Requisition: 301,650.00

Funding Distribution

Line	Authorized signature	Account	Fund	Cost Center	Program	Class	FY	Project /Grant	Amount
a		692005	41	OP58049	N/A	99F	2015		301,650.00
b									
c									

Requisition Lines

Line	Quantity	Unit	Unit Price	Description	Item Fund Distribution	Extended Line Amount
1	1	lot	301,650.0000	Provide Professional Services, including design development, construction documents, consultants, and on-site observation for extension of Lucinda Avenue.		301,650.00
2				Original Services Agreement attached		-
3				Vendor: Please reference P2275 - Douglas Hall Demolition & Lucinda Avenue Extension on all invoices		-

Business Form 359 (08/26/05)

LUCINDA AVENUE EXTENSION – BOLD INITIATIVES

Summary: 'A Great Main Street – Lucinda' is one of Eight Bold Ideas for the Future expressed in the recent 2014 Master Plan 'Thesis' presentation to the university. The objective to improve the student experience by creating a 'Ten Minute Campus' will be realized with an enhanced Lucinda Avenue that extends to Stadium Drive West. Consideration for pedestrian walks, bike paths, Huskie Bus lanes, and a bisecting tree-lined thoroughway will be part of the design efforts in the months ahead. It is envisioned that the implementation of this initiative will minimize car traffic through campus and provide a safer and more efficient transit; especially for those students living in residence halls. The extension of Lucinda Avenue, however, will require the removal of an older residence hall which is not a candidate for renovation or adaptive reuse. Douglas Hall was constructed in a decade of dramatic student enrollment and while it has served the university's students well for over a half century, its usefulness has passed. Not only are there many existing deficiencies in the envelope of the structure but the absence of elevators, air conditioning and appropriate technology does not present Douglas Hall as a proper 21st Century housing option to offer prospective and enrolled students. The Lucinda Avenue Extension is a high priority project for the university and shall commence immediately upon Board of Trustees approval.

Funding: Institutional – Local Funds

Recommendation: The university requests Board of Trustees approval to establish a project budget in the amount of \$4.5 million for the removal of Douglas Hall and the extension of Lucinda Avenue to Stadium Drive West. The university also requests permission to select appropriate engineering consultants, advertise and receive bids for construction, execute all appropriate contracts, and to issue any and all work orders as necessary to complete the Lucinda Avenue Extension.

Jessica

Illinois Public Higher Education Procurement Bulletin

To obtain documents, log on:

E-mail: Password:
Not registered? Register me now

Northern Illinois University

QBS #smo42811

Request for Professional Services Qualifications (QBS): Civil
Engineering Consultant Retainer

To obtain documents, log on:

Specification Documents

smo42811.pdf (21 KB)

Conflict of Interest DocumentResponseFromPPB-
WillsBurkeKelseyAssociates.pdf
(292 KB)ResponseFromPPBCrawfordMurph
(430 KB)ResponseFromPPBHansonProfessi
(428 KB)**Amendment**

Published Wednesday July 16, 2014

Consultant: Knight E/A, Inc.
Amendment Amount: \$120,000

Amendment is for FY15, 7/1/2014 through 6/30/2015

The University award process may be delayed up to thirty days as this award goes through a state approval process.

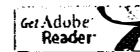
PPB Waiver**7-21-14
pm****Amendment**

Published Tuesday June 17, 2014

Consultant: Wight & Company
Amendment Amount: \$92,000

Amendment is for FY15, 7/1/2014 through 6/30/2015.

The University award process may be delayed up to thirty days as this award goes through a state approval process.



Free AutoCAD®

[Viewers](#)**Renewal Info**

Published Tuesday February 18, 2014

Renewal entered into with:Consultant: Christopher B. Burke Engineering LTD
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000Consultant: Crawford Murphy & Tilly, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000Consultant: Delta Engineering, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000Consultant: Engineering Resources Associates, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000Consultant: Environmental Design International, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000Consultant: Hanson Professional Services, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None

Exhibit 65

Potential Future Renewals: \$498,000

Consultant: Knight E/A, Inc.

Amount: An estimated \$249,000

Renewal: 3rd of 5, 7/1/2014 through 6/30/2015

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$498,000

Consultant: Wight & Company

Amount: An estimated \$249,000

Renewal: 3rd of 5, 7/1/2014 through 6/30/2015

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$498,000

Consultant: Wills Burke Kelsey Associates, LTD

Amount: An estimated \$249,000

Renewal: 3rd of 5, 7/1/2014 through 6/30/2015

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$498,000

The University award process may be delayed up to thirty days as this award goes through a state approval process.

Renewal Info

Published Tuesday March 5, 2013

Renewal entered into with:

Consultant: Christopher B. Burke Engineering LTD

Amount: An estimated \$249,000

Renewal: 2nd of 5, 7/1/2013 through 6/30/2014

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$747,000

Consultant: Crawford Murphy & Tilly, Inc.

Amount: An estimated \$249,000

Renewal: 2nd of 5, 7/1/2013 through 6/30/2014

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$747,000

Consultant: Delta Engineering, Inc.

Amount: An estimated \$249,000

Renewal: 2nd of 5, 7/1/2013 through 6/30/2014

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$747,000

Consultant: Engineering Resources Associates, Inc.

Amount: An estimated \$249,000

Renewal: 2nd of 5, 7/1/2013 through 6/30/2014

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$747,000

Consultant: Environmental Design International, Inc.

Amount: An estimated \$249,000

Renewal: 2nd of 5, 7/1/2013 through 6/30/2014

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$747,000

Consultant: Hanson Professional Services, Inc.

Amount: An estimated \$249,000

Renewal: 2nd of 5, 7/1/2013 through 6/30/2014

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$747,000

Exhibit 65

Contract Information Sheet

Contract Information Priority: Urgent PO Number: 151373 OGC #: 31843 Contract Type: Procurement - New Vendor Name: Knight Engineers & Architects Vendor Contact: Address: 223 N LaSalle Street Suite 300 City: Chicago State: IL Zip: 60601-1211 Phone: Fax: Email: Country: United States Description: Provide professional services, including design development, construction documents, consultants, and on-site observation for extension of Lucinda Avenue. Start Date: End Date: Due Date: Fiscal Year: 2015 Contract Renewal: N Dollar Amount: \$301650.00 Dollar Amount Type: Estimated Funding: NIU Buyer Name: Jessica Tyrrell Buyer Phone: 753-1674 Buyer Email: tyrrell@niu.edu Attorney Name: Attorney Email: Procurement Comments:		Contract Status Date Created: 7/11/2014 OGC Contract Status: Request Received: Holding Start: Holding End: Out for Vendor Signatures: Out for NIU Signatures: Out to Procurement:
Processing Required Supporting Documents Certification: Received W-9: NA W8Ben: NA Disclosures: Received Grant Award: NA Grant #: Insurance: Y Bond: Needed Conflict of Interest: NA		Approvals PPB: Pending <i>waived 7/21/14</i> Pres Bot: BOT Approved 3/27/2014 <i>email wroblewski when PPB waived</i>
Reference Department: Capital Arch Plan Safety College/Area: Capital Arch Plan Safety Division: Finance & Facilities Requested by: Tom Wroblewski Requestor Phone: 753-6291 Requestor Email: Entered by: Adrienne Arhos Entered by Phone: 753-0907 Entered by Email: Other Contact: Other Contact Phone: Other Contact Email:		

OGC # 31843

Document Type: CExhibit 65 item.

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: [REDACTED]

By: [REDACTED]

Name:

Nancy Sutenfeld

Name:

KEVIN E. LENTE

Title:

Interim CFO

Title:

PRESIDENT

Attachment A

Scope of Work

The scope of services detailed herein provides initial work tasks that must be completed in order to move forward with the preparation of construction documents for the extension of Lucinda Avenue to the west between Stadium Drive East and Stadium Drive West.

Project Understanding

Northern Illinois University intends to extend Lucinda Avenue to the west between Stadium Drive East and Stadium Drive West. Prior to proceeding with plan development, Knight will coordinate the completion of topographic surveys and geotechnical investigations as well as assist the University in developing a preferred roadway cross-section and alignment for the extension of Lucinda Avenue.

Scope of Services

Knight will provide the following services:

1) Topographic Survey

Topographic survey will be completed for the areas identified on the attached aerial map. Survey limits are based on initial discussions with the University as well as several potential typical cross-sections provided by the University. There is the potential for survey limits to change slightly with the completion of ongoing planning efforts for the extension of Lucinda Avenue (see Item 3 under Scope of Services). Knight will coordinate the completion and delivery of topographic surveys. Attached is a proposal and scope of services prepared by Manhard Consulting, Ltd. Baker-Peterson, LLC has provided the attached proposal for utility locations services. This service has been included in the fee but identified separately and if not required it will not be invoiced. This work will be coordinated with the topographic survey if performed.

2) Geotechnical Investigations

Geotechnical investigations will be completed as detailed in the attached proposal and scope of services prepared by GSG Consultants, Inc. Knight will coordinate the completion and delivery of geotechnical work. The exact locations of soil borings will be determined once ongoing planning efforts for the extension of Lucinda Avenue are complete.

3) Planning Assistance & Coordination

Knight will assist the University in determining a preferred roadway cross-section and alignment for the extension of Lucinda Avenue. This work will include the development of various alternatives consistent with planning work completed by the University as well as projected needs, the surrounding system(s), logical termini and available budget. This work will also include meetings as required with NIU to discuss the various alternatives. The planning assistance and coordination work will be performed on an as needed basis with an upper limit not to exceed \$12,500.

Knight's will utilize subconsultant "urbangreen", sustainable development advisor and author of the 2014 Master Plan Thesis for the NIU campus to provide input on the various Lucinda Avenue development concepts prepared by Knight.

4) Utility Locate

Utility locating will be provided by Baker Peterson, LLC. Knight will coordinate utility location work as required.

Schedule

Survey and Geotechnical field work will begin in early April as weather permits. Knight will assist the University in developing the preferred schedule for the project.

Attachment B

Partial Program Statement

'A Great Campus Main Street - Lucinda' is one of Eight Bold Ideas for the Future expressed in the recent 2014 Master Plan 'Thesis' presentation to the university. The objective to improve the student experience by creating a 'Ten Minute Campus' will be realized with an enhanced Lucinda Avenue that extends from the Kishwaukee River on the east side of campus to Presidents Boulevard on the west. Consideration for pedestrian walks, bike paths, Huskie Bus lanes, with attractive tree-lined parkways and median strips will be considerations in the design of this 'Main Street'. The extension of Lucinda Avenue will require the removal of Douglas Hall an older residence hall which is not a candidate for renovation or adaptive reuse.

Reference: Board of Trustees Report – March 27, 2014

Attachment C
Professional Compensation Schedule

PROFESSIONAL COMPENSATION SCHEDULE

Work	Deliverable	Amount
Topographic Survey (Manhard Consulting, Ltd.)	Survey Drawing	\$28,500.00
Utility Locate (Baker-Peterson, LLC)	Field Utilities Markings	\$4,800.00
Geotechnical Investigations (GSG Consultants, Inc.)	Soil Report and Recommendations	\$7,500.00
Planning Assistance & Coordination (Knight E/A)	Various Exhibits and Preliminary Opinion of Cost for selected concept	\$12,500.00
Reviews by Speciality Consultant (urbangreen) Included in Base Fee	Review of Various Concepts	\$5,000.00
Reproduction of Documents	Exhibit Reproduction for Meetings	\$800.00
TOTAL FEE		\$59,100.00

SUMMARY

Planning Assistance and Coordination Fee described
in the Scope of Work: \$ 12,500.00

The following Special Consulting is anticipated to complete the work.

Special Consultant Maximum as
described in the Scope of Work:

Manhard Consulting, Ltd.
900 Woodland Parkway
Vernon Hills, Illinois 60061
Phone: (847) 325-7200
\$ 28,500.00 (Topographic Survey)

Baker Peterson, LLC.
99 W. Buckeye St
Cicero, IN 46034
Phone: 855-756-2283
\$ 4,800.00 (Utility Locate)

GSG Consultants, Inc.
855 West Adams
Suite 200
Chicago, IL 60607
Phone: (312) 733-6262
\$7,500.00 (Soil Borings)

urbangreen
P.O. Box 29627
San Francisco, CA 94129
Phone: (415) 218-6709
\$5,000.00 (Concept reviews)

Special Consultant Total: \$ 45,800.00

Number of Feasibility Study Reports
to be Provided as Part of Basic Services: (N/A)

Reproduction of Documents Maximum: \$ 800.00

Total Fee: \$59,100.00
(Includes Basic Fee, Special Consultants,
and Document Reproduction)

The total fees and expenses for the services described in this Agreement shall not exceed \$59,100.00 without University's prior written approval.

Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

Attn: Vendors employing subcontractors

This subsection, in its entirety, also applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University. If any subcontractor is to be used in the performance of the services required under the contract, Vendor certifies that it has provided the name(s), address(es) and amount(s) expected to be paid to the subcontractors (collectively, the "Subcontractor Information"), and that the Subcontractor Information and a description of the general type of work to be performed by the subcontractors, including a description of which portion(s) of the work will be subcontracted out, is included in the contract. Vendor may not use the services of other contractors or subcontractors not named in the contract without the prior written permission of University. If at any time during the term of the contract, a Vendor adds or changes any subcontractor, Vendor shall promptly notify the University in writing of the names, addresses, work to be performed, and the expected payment each new or replaced subcontractor will receive under the contract.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - a. the contract may be void by operation of law,
 - b. the Chief Procurement Officer may void the contract, and
 - c. the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.
2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that, for the duration of this contract, it will:
 - a) post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - b) will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
 - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47)

5. This applies only to certain service contracts and does NOT include contracts for professional or artistic services. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (I) that it will Offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or Offer; and (II) that it shall Offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it is not in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
16. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, Offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
17. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring University grants an exception in writing. 30 ILCS 565.

18. Drug Free Workplace
- 18.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580
- 18.2 If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.
19. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
20. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
21. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
22. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
25. Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. 30 ILCS 587.
27. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
28. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the contract.
29. Vendor certifies in relation to Medicare/Medicaid and other federal debarments that neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the

Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor's employees and agents. See the following websites: <https://www.sam.gov/> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.

30. Vendor certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
31. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

- ☐ Vendor is not required to register as a business entity with the State Board of Elections.
- ☐ Vendor is a not-for-profit entity.
- or
- ☐ Vendor does not have pending and/or current bids/proposals and contracts which in the aggregate exceed \$50,000 annually. (If this solicitation has an estimated annual value of \$50,000 or more, or when vendor's pending and/or current bids/proposals, contracts and orders in the aggregate exceed \$50,000 annually, vendor must register.)
- ☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act. ***INCLUDE A COPY OF VENDOR'S REGISTRATION CERTIFICATE*** (Vendors must electronically register the Business Entity Registration for Procurement (BEREP) Form at <https://BEREP.elections.il.gov/>)

32. In accordance with 30 ILCS 500/50-36, each bid, Offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, Offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, Offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

☒ There are no business operations that must be disclosed to comply with the above cited law.

or

☐ The following business operations are disclosed to comply with the above cited law: _____

33. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43. ***IF YOU DO NOT MEET THESE CRITERIA, THEN YOUR BID OR OFFER WILL BE DISQUALIFIED.***

Vendor must make one of the following four certifications by checking the appropriate box. IF C OR D IS CHECKED, THEN VENDOR MUST ATTACH TO THIS FORM THE REQUESTED DOCUMENTATION.

- A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. ☒ Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. ***The State may require Vendor to provide evidence of compliance before award.***
- C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
34. Under the penalties of perjury, the FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN) noted below is correct. The vendor is doing business as a (PLEASE CHECK ONE) and enter TIN in the space provided:
- | | |
|--------------------------------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input checked="" type="checkbox"/> Corporation | (IRC 501 (a) only) |
| <input type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care Services Provider Corporation | |

Taxpayer Identification Number (TIN):

35. Vendor agrees that this contract is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments under the terms hereof.
36. To the extent this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Prevailing Wage Act"), Vendor acknowledges that the Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. Vendor certifies that all contractors and subcontractors rendering services under this contract will comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties.

37. Pursuant to the Employment of Illinois Workers on Public Works Act, Vendor shall employ Illinois laborers on all public works projects or Improvements, or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, pursuant to the guidelines and exceptions in 30 ILCS 570/0.01 et. seq.
38. Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the University pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

Company name:

KNIGHT E/A, INC.

Address:

221 N. LA SALLE STREET, SUITE 300, CHICAGO, IL 60601

Telephone number:

(312) 577-3300

Signature:



Printed name:

KEVIN E. LENTE

Date:

1/4/14

11/22/13-NIU

Financial Disclosures and Conflicts of Interest

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The University will consider this form when evaluating the Bid, Offer, or Proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

This disclosure is submitted for (check one):

- ☒ Vendor
- ☐ Vendor's Parent Entity(ies) (show 100% ownership)
- ☐ Subcontractor(s) >\$50,000
- ☐ Subcontractor's Parent Entity(ies) > \$50,000

Project Name: Civil Engineering Retainer Contract - Parking Lot, Driveway, and Road Renovation

Procurement Bulletin Reference #: SMO42811

Vendor Name: Knight E/A, Inc.

Doing Business As (DBA): _____

Disclosing Entity Name: Knight E/A, Inc.

Disclosing Entity's Parent Entity: Knight Partners, LLC.

Subcontractor: _____

Instrument of Ownership or Beneficial Interest (check one):

- ☐ Sole Proprietorship
 - ☒ Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
 - ☐ Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
 - ☐ Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
 - ☐ Not-for-Profit
 - ☐ Trust Agreement (Beneficiary)
 - ☐ Other
- If you selected Other, please describe: _____

Step 1

Supporting Documentation Submittal

All vendors complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ **Option 1 – Publicly Traded Entities**

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
1.B. ☐ Attach a copy of the Federal 10-K, and skip to Step 3.

☐ **Option 2 – Privately Held Entities with more than 200 Shareholders**

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
2.B. ☐ Complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and will attach the Information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ **Option 3 – All other Privately Held Entities, not Including Sole Proprietorships**

- 3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ **Option 4 – Foreign Entities**

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and skip to Step 3.

☐ **Option 5 – Not-for-Profit Entities**

- ☐ Complete Step 2, Option B.

☐ **Option 6 – Sole Proprietorships**

- ☐ Skip to Step 3.

<p align="center">Step 2 Disclosure of Financial Interest or Board of Directors All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

Option A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4.A. In Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership
Knight Partners, LLC	221 N. LaSalle, Suite 300 Chicago, IL 60601	100%	N/A

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4A. In Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Knight Partners, LLC	221 N. LaSalle, Suite 300 Chicago, IL 60601	100%	N/A

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20. ☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity. ☒ Yes ☐ No

Option B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

Name	Address

Step 3
Disclosure of Lobbyist or Agent
 Complete only if bid, offer, or contract has an annual value over \$25,000
 Subcontractors with subcontract annual value of more than \$50,000 must complete

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to this Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any University officer or employee concerning this bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this State/University contract: N/A

Step 4
Prohibited Conflicts of Interest
 All vendors must complete regardless of annual bid, offer, or contract value
 Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Knight Partners, LLC

1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☒ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☒ No

Step 5

Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000

Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Knight Partners, LLC

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

<p align="center">Step 6 Explanation of Affirmative Responses All vendors must complete regardless of annual bid, offer, or contract value Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

<p align="center">Step 7 Potential Conflicts of Interest Relating to Debarment & Legal Proceedings Complete only if bid, offer, or contract has an annual value over \$25,000 Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Knight Partners, LLC

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

<p align="center">Step 8 Disclosure of Current and Pending Contracts Complete only if bid, offer, or contract has an annual value over \$25,000 Subcontractors with subcontract annual value of more than \$50,000 must complete</p>

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with State of Illinois agencies or universities? ☒ Yes ☐ No

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Bulletin #	Reference/P.O./

Please explain the procurement relationship: See Attached

Step 9

Sign the Disclosure

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

This disclosure is signed and made under penalty of perjury by an authorized officer or employee on behalf of the Offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Knight E/A, Inc.

Signature: _____

Date: July 16, 2013

Printed Name: Kevin E. Lentz, PE

Title: President

Phone Number: (512) 577-3381

Email Address: KLentz@knightea.com

Current Contracts with State of Illinois Units

Agency/University	Project Title	Status	Value	Contract Reference / P.O. / Illinois Procurement Bulletin #
State of Illinois Capital Development Board	Calumet Armory roof and interior/exterior	Ongoing	\$158,400	Project 546-108-003
Illinois Department of Transportation	I-55, US 30 to Weber Road	Ongoing	\$9,036,827	PTB 140-002
Illinois Department of Transportation	IL 60/83 from IL 176 to EJ&E Railroad	Ongoing	\$1,549,424	PTB 143-003
Illinois Department of Transportation	I-64 Phase I/II Structures over Wabash River	Ongoing	\$794,928	PTB 147-042
Illinois Department of Transportation	Phase I, Various Bridges, Various Counties Region One/ District One	Ongoing	\$1,028,307	PTB 150-006
Illinois Department of Transportation	Phase III, I-55 at Arsenal Road	Ongoing	\$7,766,579	PTB 151-001
Illinois Department of Transportation	Phase II, IL 59 lane additions and bridge replacement	Ongoing	\$5,521,415	PTB 153-005
Illinois Department of Transportation	Phase III, I-57 over I-294	Ongoing	\$5,360,414	PTB 155-003
Illinois Department of Transportation	Phase II, IL 7 (159 th Street) from I-355 to Will-Cook Road	Ongoing	Pending	PTB 157-004
Illinois Department of Transportation	HSR Chicago to St. Louis	Ongoing	\$3,000,000 max work order as assigned	PTB 160-027
Illinois Tollway	Design and Construction Project Management; I- 294/I-57	Ongoing	\$16,848,331	PSB 11-4/12
University of Illinois at Chicago	MEP Retainer Contract	Ongoing	N/A	N/A
University of Illinois at Chicago	Utilities Master Plan	Ongoing	N/A	QBS# PSS999C11036
Northern Illinois University	Civil Engineer Consultant Retainer	Ongoing	N/A	QBS# SM042811
CDB	Department of Natural Resources Replace Sewage Treatment Plants and Shower Building Kankakee River Conservation Area and State Park – Kankakee County	Contract Negotiations	\$174,000	Bulletin 181 Project # 102-313-047

Current Pending Proposals with State of Illinois Units:

Agency/ University	Project Title	Status	Value	Contract Reference / P.O. / Illinois Procurement Bulletin #
IDOT	Job No. C-91-667-10, IL 19 (Irving Park Road) at York Road, Phase III Project, DuPage County, Region One/District One.	Contract Negotiations	N/A	PTB 165/Item 1
Illinois Tollway	I-90, Retaining Wall and Bridge Widening, West of Higgins Road to IL 53. Construction Management Services.	Contract Negotiations	N/A	PSB 13-1 – Item 9 Contract # I-13-4098
UIC	Architecture Retainer Consultant	Pending	N/A	QBS #PSS600C14001
UIC	MEP Retainer Consultant	Pending	N/A	PSS600-C14003
IDOT	Phase I/II Project for Smart Highway Design, Along I-94/US 41 from Kennedy/Edens Junction to Wisconsin State Line	Pending	N/A	PTB 168/Item 6 P-91-376-13
IDOT	IL 56 at Hanks Road and Hanks Rd. over Lake Run Creek, Phase II project	Pending	N/A	PTB 168/Item 5 D-91-309-13
UIC	Soccer Field Renovation – South Campus	Pending	N/A	QBS #PSS699-C13043
UIC	South Campus Synthetic Turf	Pending	N/A	QBS #PSS699-C13054

Financial Disclosures and Conflicts of Interest

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The University will consider this form when evaluating the Bid, Offer, or Proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

This disclosure is submitted for (check one):

- ☐ Vendor
- ☒ Vendor's Parent Entity(ies) (show 100% ownership)
- ☐ Subcontractor(s) >\$50,000
- ☐ Subcontractor's Parent Entity(ies) > \$50,000

Project Name: Civil Engineering Retainer Contract – Parking Lot, Driveway, and Road Renovation

Procurement Bulletin Reference #: _____

Vendor Name: Knight E/A, Inc.

Doing Business As (DBA): _____

Disclosing Entity Name: Knight Partners, LLC

Disclosing Entity's Parent Entity: Knight Partners, LLC

Subcontractor: _____

Instrument of Ownership or Beneficial Interest (check one):

- ☐ Sole Proprietorship
 - ☐ Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
 - ☐ Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
 - ☒ Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
 - ☐ Not-for-Profit
 - ☐ Trust Agreement (Beneficiary)
 - ☐ Other
- If you selected Other, please describe: _____

Step 1
Supporting Documentation Submittal
 All vendors complete regardless of annual bid, offer, or contract value
 Subcontractors with subcontract annual value of more than \$50,000 must complete

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ **Option 1 – Publicly Traded Entities**

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
 OR
 1.B. ☐ Attach a copy of the Federal 10-K, and skip to Step 3.

☐ **Option 2 – Privately Held Entities with more than 200 Shareholders**

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
 OR
 2.B. ☐ Complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ **Option 3 – All other Privately Held Entities, not including Sole Proprietorships**

- 3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ **Option 4 – Foreign Entities**

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
 OR
 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and skip to Step 3.

☐ **Option 5 – Not-for-Profit Entities**

- ☐ Complete Step 2, Option B.

☐ **Option 6 – Sole Proprietorships**

- ☐ Skip to Step 3.

Step 2

Disclosure of Financial Interest or Board of Directors

All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

Option A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership
JWE Knight S-Corp (James E. Wolfe, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	39.93%	N/A
KEL Knight S-Corp (Kevin E. Lentz, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	37.95%	N/A
MMM Knight S-Corp (Melissa M. Mulhern, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	6.88%	N/A
Joseph Lamb	1414 W. Anthony Drive, P.O. Box 1730 Champaign, IL 61824	6.33%	N/A
DGK Knight S-Corp (Daniel G. Kavanaugh, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	5.59%	N/A

Distributive Income – If you selected Option 1.A., 2.A., 3.A. or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
JWE Knight S-Corp (James E. Wolfe, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	39.93%	\$0
KEL Knight S-Corp (Kevin E. Lentz, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	37.95%	\$0
MMM Knight S-Corp (Melissa M. Mulhern, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	6.88%	\$0
Joseph Lamb	1414 W. Anthony Drive, P.O. Box 1730 Champaign, IL 61824	6.33%	\$0
DGK Knight S-Corp (Daniel G. Kavanaugh, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	5.59%	\$0

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20. ☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity. ☒ Yes ☐ No

Option B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

Name	Address

Step 3

Disclosure of Lobbyist or Agent

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any University officer or employee concerning this bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this State/University contract: N/A

Step 4

Prohibited Conflicts of Interest

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: JWE Knight S-Corp (James E. Wolfe, Owner)

1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

Step 5

Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: JWE Knight S-Corp (James E. Wolfe, Owner)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No

5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

Step 6

Explanation of Affirmative Responses

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

Step 7

Potential Conflicts of Interest

Relating to Debarment & Legal Proceedings

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: JWE Knight S-Corp (James E. Wolfe, Owner)

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

Step 4

Prohibited Conflicts of Interest

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: KEL Knight S-Corp (Kevin E. Lentz, Owner)

7. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
8. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
9. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
10. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
11. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
12. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

Step 5

Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: KEL Knight S-Corp (Kevin E. Lentz, Owner)

11. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
12. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
13. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No
14. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No

15. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
16. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
17. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
18. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
19. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
20. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

Step 6

Explanation of Affirmative Responses

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

Step 7

Potential Conflicts of Interest

Relating to Debarment & Legal Proceedings

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: KEL Knight S-Corp (Kevin E. Lentz, Owner)

6. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
7. Within the previous ten years, have you had any professional license discipline? ☐ Yes ☒ No
8. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
9. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
10. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

Step 4

Prohibited Conflicts of Interest

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: MMM Knight S-Corp (Melissa M. Mulhern, Owner)

13. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
14. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
15. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
16. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
17. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
18. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

Step 5

Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: MMM Knight S-Corp (Melissa M. Mulhern, Owner)

21. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
22. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
23. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No

24. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No
25. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
26. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
27. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
28. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
29. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
30. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

Step 6

Explanation of Affirmative Responses

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

Step 7

Potential Conflicts of Interest

Relating to Debarment & Legal Proceedings

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: MMM Knight S-Corp (Melissa M. Mulhern, Owner)

11. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
12. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
13. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
14. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
15. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

Step 4

Prohibited Conflicts of Interest

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Joseph Lamb

19. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
20. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
21. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
22. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
23. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
24. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

Step 5

Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Joseph Lamb

31. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
32. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
33. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No
34. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No

35. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
36. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
37. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
38. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
39. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
40. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

Step 6

Explanation of Affirmative Responses

All vendors must complete regardless of annual bid, offer, or contract value.
Subcontractors with subcontract annual value of more than \$50,000 must complete

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

Step 7

**Potential Conflicts of Interest
Relating to Debarment & Legal Proceedings**

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Joseph Lamb

16. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
17. Within the previous ten years, have you had any professional license discipline? ☐ Yes ☒ No
18. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
19. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
20. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

Step 4

Prohibited Conflicts of Interest

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: DGK Knight S-Corp (Daniel G. Kavanaugh, Owner)

25. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
26. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
27. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
28. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
29. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
30. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

Step 5

Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: DGK Knight S-Corp (Daniel G. Kavanaugh, Owner)

41. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
42. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No
43. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No

44. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No
45. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? ☐ Yes ☒ No
46. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
47. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
48. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
49. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
50. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

Step 6

Explanation of Affirmative Responses

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

Step 7

**Potential Conflicts of Interest
Relating to Debarment & Legal Proceedings**

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: DGK Knight S-Corp (Daniel G. Kavanaugh, Owner)

21. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
22. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
23. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
24. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
25. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

Step 8 Disclosure of Current and Pending Contracts Complete only if bid, offer, or contract has an annual value over \$25,000 Subcontractors with subcontract annual value of more than \$50,000 must complete

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with State of Illinois agencies or universities? ☐ Yes ☒ No

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Bulletin #

Please explain the procurement relationship: _____

Step 9 Sign the Disclosure All vendors must complete regardless of annual bid, offer, or contract value Subcontractors with subcontract annual value of more than \$50,000 must complete

This disclosure is signed and made under penalty of perjury by an authorized officer or employee on behalf of the Offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Knight E/A, Inc.

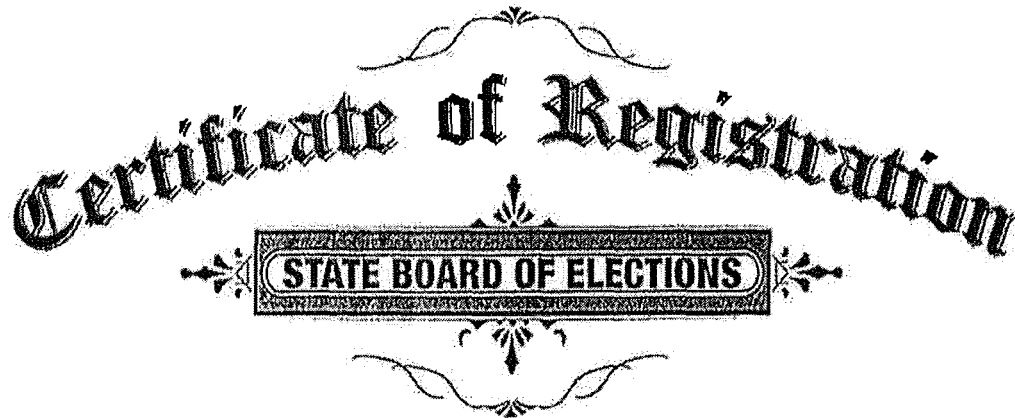
Signature: _____ Date: July 16, 2013

Printed Name: Kevin E. Lentz, PE

Title: President

Phone Number: (312) 577-9381

Email Address: KLentz@knightea.com



Registration No. 11477

Knight E/A, Inc.

221 N. LaSalle Street

Suite 300

Chicago IL 60601-1211

Information for this business last updated on:

Thursday, October 10, 2013

Certificate produced on Monday, March 24, 2014 at 12:29 PM



Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

KNIGHT ENGINEERS & ARCHITECTS
221 N LASALLE ST STE 300
CHICAGO IL 60601-1211

Purchase Order	1500148174	Page	1
Date	09/16/2014		
Revision			
Payment Terms	Net 30		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item Description	Quantity	UOM	Unit Price	Extended	Due Date
1	Provide Professional Services, including survey drawings, field utility markings, soil reports, planning assistance & coordination, review, and reproduction of documents for demolition of Douglas Hall, per contract	1.00	LOT	13,332.50	13,332.50	09/16/2014

VENDOR: Please reference P2275 - Douglas Hall Demolition & Lucinda Avenue Extension on all invoices.

Total PO Amount 13,332.50

PREVAILING WAGE: The State of Illinois requires contractors (vendors) to pay prevailing wage, if applicable, for work performed for the University (see website: www.state.il.us/agency/idol click "Prevailing Wage Rates" for current month for the county in which the work is being performed). The above website includes requirements and rates. Any subcontractors (if used) are required to be paid prevailing wage as well. Work on this project is being performed in DeKalb County, IL.

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).


Authorized Signature 		Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each)	
		41 OP58049 99F n/a 692005 13,332.50	
Buyer: Jessica L Tyrrell	Location: SEE ABOVE	Origin: Facilities Planning & Operatio	
PO Type: LSTD		PO Ref.:	
NIU FEIN: 366008480		IL Tax Exempt# E9990-9601-06	

Exhibit 52

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

KNIGHT ENGINEERS & ARCHITECTS
221 N LASALLE ST STE 300
CHICAGO IL 60601-1211

Purchase Order	1500148174	Page	2
Date	09/16/2014		
Revision			
Payment Terms	Net 30		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
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9/16/14 kmj

To cover the contract for this order, the remaining PO balance from FY14 was rolled to FY15

Breakdown: FY14 portion was \$45,767.50, FY15 portion is \$13,332.50

Requested by Adrienne Arhos for Tom Wroblewski, Facilities Planning & Operations (753-0907)

Dept: QBS # SMO42811 posted 3/5/13 for \$249,000 (no action taken by PPB)

Board approval received 3/27/14

Completed contract received from OGC 4/30/14

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/30-11).

Authorized Signature		Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each)			
		41	OP58049	99F n/a	692005 13,332.50
Buyer :	Jessica L Tyrrell				
Location :	SEE ABOVE	See Above for Further Details			
Origin :	Facilities Planning & Operatio				
PO Type :	LSTD				
PO Ref. :					
NIU FEIN :	366008480	IL Tax Exempt# E9990-9601-06			

Exhibit 52

Exhibit 52

New Window Help

PO View Payments By Voucher Lines Budget Encumbrance Ledger Line

Unit NIUDK PO Number 0000148174 PO Status Compl PO Date 04/07/2014 Acctg Date 06/30/2014 Go To Update PO
 Vendor 0000051163 KNIGHT ENGINEERS & ARCHITECTS Buyer Jessica L Tyrrell Recvd Status Not Recvd
 Type LSTD PO Ref P2275 COD CO# 0 Merchandise Amount \$59,100.000

All PO Distr Lines, Available = PO Merch less Vchr Monetary

Ln	Sch	Dis	Available	PO Merchandise	Vchr Pending	Vchr Processed	Dist Stat	Prc	Type	Acct	Fund	Cost Center	Prgr	Class	Proj/Gmt	Endg
1	1	1	0.000	45,767.500		45,767.500	Complete	N	Expense	692005	41	OP58049	N/A	99F		04/07
1	1	2	0.000	13,332.500			Complete	N	Expense	692005	41	OP58049	N/A	99F		06/30

Line Change Orders

Ln	Sch	Chg	Field Name	New Numeric Value	New Field Value
----	-----	-----	------------	-------------------	-----------------

Schedule Change Orders

Ln	Sch	Chg	Field Name	New Numeric Value	New Field Value
----	-----	-----	------------	-------------------	-----------------

Purchase Adjustments

Ln	Sch	Adj Impact	Adj Seq	Adj Type	Adjustment	Misc Chg	Acctg Entry Type
1	1	Price	1	Base	59100.00000		

Return to Search

PO View Payments By Voucher Lines Budget Encumbrance Ledger Line

9-10-14 K
 Rolled remaining bal of \$13,332.50
 to FY15 PO# 1500148174
 per dept request

Exhibit 52

Purchase Order

COD

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

KNIGHT ENGINEERS & ARCHITECTS
221 N LASALLE ST STE 300
CHICAGO IL 60601-1211

emailed
4/30/14

Purchase Order	148174	Page	1
Date	04/07/2014		
Revision			
Payment Terms	Net 30		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
1	Provide Professional Services, including survey drawings, field utility markings, soil reports, planning assistance & coordination, review, and reproduction of documents for demolition of Douglas Hall, per contract	1.00	LOT	59,100.00	59,100.00	05/01/2014

VENDOR: Please reference P2275 - Douglas Hall Demolition & Lucinda Avenue Extension on all invoices.

Total PO Amount 59,100.00

VENDOR: NIU PO# 148174 MUST BE ON INVOICE(S).

PREVAILING WAGE: The State of Illinois requires contractors (vendors) to pay prevailing wage, if applicable, for work performed for the University (see website: www.state.il.us/agency/idol click "Prevailing Wage Rates" for

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

Buyer: Jessica L. Tyrrell		Chartfields (fund, cost ctr, class, project/grant, account, total \$ for each)	
Location: SEE ABOVE	See Above for Further Details	41 OP58049	59,100.00
Origin: Facilities Planning & Operatio			
PO Type: LSTD			
PO Ref.: P2275 COD			
NIU FEIN: 366008480	IL Tax Exempt# E9990-9601-06		

Exhibit 52

Becky May
Manager of Procurement Services

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

KNIGHT ENGINEERS & ARCHITECTS
221 N LASALLE ST STE 300
CHICAGO IL 60601-1211

Purchase Order	148174	Page	2
Date	04/07/2014		
Revision			
Payment Terms	Net 30		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
------	------------------	----------	-----	------------	----------	----------

current month for the county in which the work is being performed). The above website includes requirements and rates. Any subcontractors (if used) are required to be paid prevailing wage as well. Work on this project is being performed in DeKalb County, IL.

COD - Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this order.

NIU INTERNAL COMMENTS:

Requested by: Tom Wroblewski, 753-6291
Entered by: Adrienne Arhos, 753-0907
Dept: Facilities Planning & Operations
QBS # SMO42811 posted 3/5/13 for \$249,000 (no action taken by PPB)
Board approval received 3/27/14
Completed contract received from OGC 4/30/14

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

Authorized Signature		Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each)			
		41	OP58049	99F n/a	692005 59,100.00
Buyer :	Jessica L Tyrrell				
Location :	SEE ABOVE See Above for Further Details				
Origin :	Facilities Planning & Operatio				
PO Type :	LSTD				
PO Ref. :	P2275 COD				
NIU FEIN :	366008480				
	IL Tax Exempt# E9990-9601-06				

Exhibit 52

State of Illinois

FY14

Contract -- Obligation Document

Agency No. **6 4 4**

Fiscal Year	Transaction Code	Contract/Obligation No.	Transaction Date	Nine Digit Taxpayer ID Number	Legal Status
2014	9900	148174	5/5/2014	371380560	04
Contract Action	Class Code	Governor's Release No.	Vendor's Name and Address		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change	99		Knight Engineers & Architects 221 N LaSalle St Ste 300 Chicago, IL 60601		
Appropriation Code		Obligation Amount			
Institutional Funds		File Only			
			Multiple Year Contract	Maximum Contract Amount	
				\$59,100.00	
			Month/Day/Year - Month/Day/Year		
			Current Fiscal Year of Contract	Annual Contract Amount	
			4/7/2014 - 6/30/2014	\$59,100.00	
				Reimbursement Expenses Included	
			Multiple Year Contract Amounts	Year 2 -- 7 (and over)	
			2	3	4
			5	6	7
Description:					
Provide Professional Services, including survey drawings, field utility markings, soil reports, planning assistance & coordination, review, and reproduction of documents for demolition of Douglas Hall.					
Method of Compensation		Procurement Information		Travel Expenses	
MR		Award Code: A		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(Rate) (Time)		Publication Date: 3/5/2014		Amount:	
(If Multiple Rates, Specify)		Reference #: QBS smo42811		Advance Payment	
		Subcontractor Utilization: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
		Subcontractor Disclosure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Amount:	
Prepared By: Annette M. Reyes		Date: 5/5/2014		NIU-BOARD OF TRUSTEES	
				Contracting Agency/Division	
				NIU-BOARD OF TRUSTEES	
Authorized By:		Date:		Filing Agency/Division	

Northern Illinois University Purchase Requisition	Check:	NIU <input checked="" type="checkbox"/>	New <input checked="" type="checkbox"/>	FDN <input type="checkbox"/>	Change <input type="checkbox"/>	Renewal <input type="checkbox"/>	Dept Ref No: P2275
							PO No: 148174

Date	04/04/14		
Department	Facilities Planning & Operations		
Entered by	Adrienne Arhos	Phone	753-0907
Requested by	Tom Wroblewski	Phone	753-6291

Procurement use:		Initials	Date
Req/PO Entered			4/4/14
Req/PO To Buyer			
Req Selected			
PO Approved			

Vendor Information:

Vendor Name	Knight Engineers & Architects		
Address 1	223 N LaSalle St, Ste 300		
Address 2			
Address 3			
City, State, Zip	Chicago IL 60601-1211		
Phone number		Fax number	

Accounting use:	
Initials	date

Kentz@knightea.com

Delivery Location	Dept, Bldg & Room No.	Delivery	Date	Fund Distribution	Requisition	TOTALS
						59,100.00
						59,100.00

Funding Distribution

Line	Authorized signature	Account	Fund	Cost Center	Program	Class	FY	Project /Grant	Amount
		692005	41	OP58049	N/A	99F	2014		59,100.00
c									

*See Attached BOT
Approval*

COO

Requisition Lines				Item Fund			Extended Line Amount
Line	Quantity	Unit	Unit Price	Description	Distribution		
1	1	lot	59,100.0000	Provide Professional Services, including survey drawings, field utility markings, soil reports, planning assistance & coordination, review, and reproduction of documents for demolition of Douglas Hall.			59,100.00
2				Original Services Agreement attached			
3				Vendor: Please reference P2275 - Douglas Hall Demolition & Lucinda Avenue Extension on all invoices			

Business Form 359 (08/26/05)

QBS sm04281

Exhibit 52

4/4/2014 3:32 PM

1 of 1

LUCINDA AVENUE EXTENSION – BOLD INITIATIVES

Summary: 'A Great Main Street – Lucinda' is one of Eight Bold Ideas for the Future expressed in the recent 2014 Master Plan 'Thesis' presentation to the university. The objective to improve the student experience by creating a 'Ten Minute Campus' will be realized with an enhanced Lucinda Avenue that extends to Stadium Drive West. Consideration for pedestrian walks, bike paths, Huskie Bus lanes, and a bisecting tree-lined thoroughway will be part of the design efforts in the months ahead. It is envisioned that the implementation of this initiative will minimize car traffic through campus and provide a safer and more efficient transit; especially for those students living in residence halls. The extension of Lucinda Avenue, however, will require the removal of an older residence hall which is not a candidate for renovation or adaptive reuse. Douglas Hall was constructed in a decade of dramatic student enrollment and while it has served the university's students well for over a half century, its usefulness has passed. Not only are there many existing deficiencies in the envelope of the structure but the absence of elevators, air conditioning and appropriate technology does not present Douglas Hall as a proper 21st Century housing option to offer prospective and enrolled students. The Lucinda Avenue Extension is a high priority project for the university and shall commence immediately upon Board of Trustees approval.

Funding: Institutional – Local Funds

Recommendation: The university requests Board of Trustees approval to establish a project budget in the amount of \$4.5 million for the removal of Douglas Hall and the extension of Lucinda Avenue to Stadium Drive West. The university also requests permission to select appropriate engineering consultants, advertise and receive bids for construction, execute all appropriate contracts, and to issue any and all work orders as necessary to complete the Lucinda Avenue Extension.



BOARD OF TRUSTEES

MARCH 27, 2014

Currently available to the public.

Northern Illinois University

QBS #smo42811**Request for Professional Services Qualifications (QBS):
Civil Engineering Consultant Retainer****Renewal Info**

Published Tuesday February 18, 2014

Renewal entered into with:

Consultant: Christopher B. Burke Engineering LTD
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000

Consultant: Crawford Murphy & Tilly, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000

Consultant: Delta Engineering, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000

Consultant: Engineering Resources Associates, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000

Consultant: Environmental Design International, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000

Consultant: Hanson Professional Services, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None

Exhibit 52

Service/Product Changes: None
Potential Future Renewals: \$498,000

Consultant: Knight E/A, Inc.
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000

Consultant: Wight & Company
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000

Consultant: Wills Burke Kelsey Associates, LTD
Amount: An estimated \$249,000
Renewal: 3rd of 5, 7/1/2014 through 6/30/2015
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$498,000

The University award process may be delayed up to thirty days as this award goes through a state approval process.

Renewal Info

Published Tuesday March 5, 2013

Renewal entered into with:

Consultant: Christopher B. Burke Engineering LTD
Amount: An estimated \$249,000
Renewal: 2nd of 5, 7/1/2013 through 6/30/2014
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$747,000

Consultant: Crawford Murphy & Tilly, Inc.
Amount: An estimated \$249,000
Renewal: 2nd of 5, 7/1/2013 through 6/30/2014
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$747,000

Consultant: Delta Engineering, Inc.
Amount: An estimated \$249,000
Renewal: 2nd of 5, 7/1/2013 through 6/30/2014
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$747,000

Exhibit 52

Consultant: Engineering Resources Associates, Inc.
Amount: An estimated \$249,000
Renewal: 2nd of 5, 7/1/2013 through 6/30/2014
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$747,000

Consultant: Environmental Design International, Inc.
Amount: An estimated \$249,000
Renewal: 2nd of 5, 7/1/2013 through 6/30/2014
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$747,000

Consultant: Hanson Professional Services, Inc.
Amount: An estimated \$249,000
Renewal: 2nd of 5, 7/1/2013 through 6/30/2014
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$747,000

Consultant: Knight E/A, Inc.
Amount: An estimated \$249,000
Renewal: 2nd of 5, 7/1/2013 through 6/30/2014
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$747,000

Consultant: Wight & Company
Amount: An estimated \$249,000
Renewal: 2nd of 5, 7/1/2013 through 6/30/2014
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$747,000

Consultant: Wills Burke Kelsey Associates, LTD
Amount: An estimated \$249,000
Renewal: 2nd of 5, 7/1/2013 through 6/30/2014
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$747,000

The State Purchasing Officer for this procurement is now Lee Saulter.

The University award process may be delayed up to thirty days as this award goes through a state approval process.

Renewal Info

Published Tuesday February 7, 2012

No action
taken by
PPB 7/1/13

Exhibit 52

Renewal entered into with:

Consultant: Christopher B. Burke Engineering LTD

Amount: An estimated \$249,000

Renewal: 1st of 5, 7/1/2012 through 6/30/2013

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$996,000

Consultant: Crawford Murphy & Tilly, Inc.

Amount: An estimated \$249,000

Renewal: 1st of 5, 7/1/2012 through 6/30/2013

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$996,000

Consultant: Delta Engineering, Inc.

Amount: An estimated \$249,000

Renewal: 1st of 5, 7/1/2012 through 6/30/2013

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$996,000

Consultant: Engineering Resources Associates, Inc.

Amount: An estimated \$249,000

Renewal: 1st of 5, 7/1/2012 through 6/30/2013

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$996,000

Consultant: Environmental Design International, Inc.

Amount: An estimated \$249,000

Renewal: 1st of 5, 7/1/2012 through 6/30/2013

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$996,000

Consultant: Hanson Professional Services, Inc.

Amount: An estimated \$249,000

Renewal: 1st of 5, 7/1/2012 through 6/30/2013

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$996,000

Consultant: Knight E/A, Inc.

Amount: An estimated \$249,000

Renewal: 1st of 5, 7/1/2012 through 6/30/2013

Pricing Changes: None

Service/Product Changes: None

Potential Future Renewals: \$996,000

Consultant: Wight & Company
Amount: An estimated \$249,000
Renewal: 1st of 5, 7/1/2012 through 6/30/2013
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$996,000

Consultant: Wills Burke Kelsey Associates, LTD
Amount: An estimated \$249,000
Renewal: 1st of 5, 7/1/2012 through 6/30/2013
Pricing Changes: None
Service/Product Changes: None
Potential Future Renewals: \$996,000

The University award process may be delayed up to thirty days as this award goes through a state approval process.

Award Info

Published Tuesday December 20, 2011

Awarded to:

Consultant: Christopher B. Burke Engineering LTD,
Rosemont, IL
Amount: An estimated \$249,000
Terms:
An estimated start date of 1/4/2012 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Consultant: Crawford Murphy & Tilly, Inc., Aurora, IL
Amount: An estimated \$249,000
Terms:
An estimated start date of 1/4/2012 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Consultant: Delta Engineering, Inc., Chicago, IL
Amount: An estimated \$249,000
Terms:
An estimated start date of 1/4/2012 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Consultant: Engineering Resources Associates, Inc.,
Warrenville, IL
Amount: An estimated \$249,000
Terms:
An estimated start date of 1/4/2012 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Exhibit 52

Consultant: Environmental Design International, Inc.,
Chicago, IL

Amount: An estimated \$249,000

Terms:

An estimated start date of 1/4/2012 through 6/30/2012

Renewals: 5 one-year

Potential Future Renewals: \$1,250,000

Consultant: Hanson Professional Services, Inc., Rockford, IL

Amount: An estimated \$249,000

Terms:

An estimated start date of 1/4/2012 through 6/30/2012

Renewals: 5 one-year

Potential Future Renewals: \$1,250,000

Consultant: Knight E/A, Inc., Chicago, IL

Amount: An estimated \$249,000

Terms:

An estimated start date of 1/4/2012 through 6/30/2012

Renewals: 5 one-year

Potential Future Renewals: \$1,250,000

Consultant: Wight & Company, Darien, IL

Amount: An estimated \$249,000

Terms:

An estimated start date of 1/4/2012 through 6/30/2012

Renewals: 5 one-year

Potential Future Renewals: \$1,250,000

Consultant: Wills Burke Kelsey Associates, LTD, St. Charles,
IL

Amount: An estimated \$249,000

Terms:

An estimated start date of 1/4/2012 through 6/30/2012

Renewals: 5 one-year

Potential Future Renewals: \$1,250,000

Number of Unsuccessful, Responsive Respondents: 30

This award corrects and replaces the award posted below on
December 15, 2011.

The University award process may be delayed up to thirty days as this award goes
through a state approval process.

Award Info

Published Thursday December 15, 2011

Awarded to:

Consultant: Christopher B. Burke Engineering LTD,
Rosemont, IL

Amount: An estimated \$249,000

Terms:

Exhibit 52

An estimated start date of 11/30/2011 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Consultant: Crawford Murphy & Tilly, Inc., Aurora, IL
Amount: An estimated \$249,000
Terms:

An estimated start date of 11/30/2011 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Consultant: Delta Engineering, Inc., Chicago, IL
Amount: An estimated \$249,000
Terms:

An estimated start date of 11/30/2011 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Consultant: Engineering Resources Associates, Inc.,
Warrenville, IL
Amount: An estimated \$249,000
Terms:

An estimated start date of 11/30/2011 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Consultant: Environmental Design International, Inc.,
Chicago, IL
Amount: An estimated \$249,000
Terms:

An estimated start date of 11/30/2011 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Consultant: Hanson Professional Services, Inc., Rockford, IL
Amount: An estimated \$249,000
Terms:

An estimated start date of 11/30/2011 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Consultant: Knight E/A, Inc., Chicago, IL
Amount: An estimated \$249,000
Terms:

An estimated start date of 11/30/2011 through 6/30/2012
Renewals: 5 one-year
Potential Future Renewals: \$1,250,000

Consultant: Wight & Company, Darien, IL
Amount: An estimated \$249,000
Terms:

Exhibit 52

An estimated start date of 11/30/2011 through 6/30/2012

Renewals: 5 one-year

Potential Future Renewals: \$1,250,000

Consultant: Wills Burke Kelsey Associates, LTD, St. Charles, IL

Amount: An estimated \$249,000

Terms:

An estimated start date of 11/30/2011 through 6/30/2012

Renewals: 5 one-year

Potential Future Renewals: \$1,250,000

Number of Unsuccessful, Responsive Respondents: 30

The University award process may be delayed up to thirty days as this award goes through a state approval process.

First published Wednesday, April 13, 2011

Project Description

Civil Engineer Services for Parking Lot, Driveway and Road Renovation and Replacement Northern Illinois University

The University is requesting qualifications from Civil Engineering firms to provide full engineering and landscape architectural services for the construction of new or reconstruction/renovation of existing Parking Lots, Driveways, Sidewalks, Curbs, Loading Docks, Building Entries, Plazas, Sewer Upgrades, Storm Detention/Retention Basins, Streets and Roads on an open-ended work order basis beginning July 1, 2011 and ending June 30, 2012 with the option for a new one-year contract (including provisions for the adjustment of the consultants' hourly rate schedule) each year for four additional one-year periods (July 1 through June 30). Work will be done on the Main Campus of Northern Illinois University, DeKalb, Illinois, and satellite facilities located in Hoffman Estates, Naperville, Rockford, and Lorado Taft Campus located in Oregon, IL.

Letter Submission

Qualifications and supporting materials will be accepted at the address below until 4:30 PM, Thursday April 28, 2011:

Thomas L. Wroblewski, Interim Director
Architectural & Engineering Services
Northern Illinois University
180 West Stadium Drive
DeKalb, IL 60115

Services will be performed on an as-needed basis during the contract period. There will be a budget limit of \$1,000,000 per project or a fee limit of \$100,000 for any one single project

Exhibit 52

assignment. There may also be multiple project assignments during the contract period to the consultant(s) on retainer. However, there is no guarantee that any work will be assigned. The University anticipates selecting several qualified engineering consultants for this retainer contract.

The scope of services will include but may not be limited to:

- Topographical survey
- Geotechnical investigation
- Underground utility survey
- ALTA survey
- Storm water runoff and control
- Cost effective and attractive sustainable site detail investigations
- Program analysis
- Preliminary design with cost estimation
- Preparation of construction plans and specifications for bidding with cost estimation
- Landscape architecture services as required to integrate new green space and plantings for a project
- Field observation during construction

For additional information please refer to the attached file.

Prior to contract award, every selected firm will be required to complete and submit the "Disclosures and Conflicts of Interest" form. The completed form and all information shown thereon will be posted on the IPHE Procurement Bulletin for the Procurement Policy Board.

Only those firms which meet the following qualifications will be considered:

- Licensed to practice as an architect, landscape architect, or engineer in the State of Illinois.
- Pre-qualified with the State of Illinois Capital Development Board.
- Registered and authorized to do business in the State of Illinois.
- Utilize an AutoCAD compatible system to provide documents.

Selection will be consistent with the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1).

This transaction is subject to the State Board of Elections registration and certification requirements of Public Act 095-0971.

The State of Illinois has a policy to encourage prospective vendors to hire qualified veterans, minorities, females, persons with disabilities and ex-offenders.

Illinois Public Higher Education Procurement Bulletin
<http://www.procure.stateuniv.state.il.us>

Exhibit 52

Public Documents:

Specification Documents

[smo42811.pdf](#)

Conflict of Interest Document

[ResponseFromPPB-WillsBurkeKelseyAssociates.pdf](#)

[ResponseFromPPBCrawfordMurphyTillyInc.pdf](#)

[ResponseFromPPBHansonProfessionalServices.pdf](#)

Internal Documents:

Prime Contractor Disclosure

[ChristopherBBurke.pdf](#)

[ChristopherBBurke2013.pdf](#)

[CrawfordMurphyTillyIncDisc14.pdf](#)

[CrawfordMurphyTillyIncDiscl112311.pdf](#)

[DeltaEng14.pdf](#)

[DeltaEngineering.pdf](#)

[EngineeringResourceAssociates.pdf](#)

[EngResource13.pdf](#)

[EnvironmentalDesignInternational.pdf](#)

[EnvironmentalDesignInternational2013.pdf](#)

[Hanson2013.pdf](#)

[HansonProfessional.pdf](#)

[KnightEngineering.pdf](#)

[KnightEngineering13.pdf](#)

[Wight2013FinancialDisclosuresandConflictsOfInterest.PDF](#)

[wightCompany.pdf](#)

[WillsBurkeKelsey.pdf](#)

[WillsBurkeKelsey2013.pdf](#)

Exhibit 52

**Construction services
Engineer**

Exhibit 52

Contract Information Sheet

Contract Information Priority: PO Number: 148174 OGC #: 12613 Contract Type: Procurement - New Vendor Name: Knight Engineers & Architects Vendor Contact: Address: 223 N LaSalle Street, Suite 300 City: Chicago State: IL Zip: 60601-1211 Phone: Fax: Email: Country: United States Description: Provide professional services including survey drawings, field utility markings, soil reports, planning assistance & coordination, review, and reproduction of documents for demolition of Douglas Hall Start Date: End Date: Due Date: Fiscal Year: 2014 Contract Renewal: NA Dollar Amount: \$59100.00 Dollar Amount Type: Estimated Funding: NIU Buyer Name: Jessica Tyrrell Buyer Phone: 753-1674 Buyer Email: tyrrell@niu.edu Attorney Name: Attorney Email: Procurement Comments:		Contract Status Date Created: 4/7/2014 OGC Contract Status: Request Received: Holding Start: Holding End: Out for Vendor Signatures: Out for NIU Signatures: Out to Procurement:												
Processing <table border="0"> <tr> <td> Required Supporting Documents Certification: Received W-9: NA W8Ben: NA Disclosures: Received Grant Award: NA Grant #: Insurance: N Bond: NA Conflict of Interest: NA </td> <td> Approvals PPB: Past 30 Days Pres Bot: BOT Approved 3/27/2014 </td> </tr> </table>			Required Supporting Documents Certification: Received W-9: NA W8Ben: NA Disclosures: Received Grant Award: NA Grant #: Insurance: N Bond: NA Conflict of Interest: NA	Approvals PPB: Past 30 Days Pres Bot: BOT Approved 3/27/2014										
Required Supporting Documents Certification: Received W-9: NA W8Ben: NA Disclosures: Received Grant Award: NA Grant #: Insurance: N Bond: NA Conflict of Interest: NA	Approvals PPB: Past 30 Days Pres Bot: BOT Approved 3/27/2014													
Reference <table border="0"> <tr> <td>Department: Capital Arch Plan Safety</td> <td>College/Area: Capital Arch Plan Safety</td> <td>Division: Finance & Facilities</td> </tr> <tr> <td>Requested by: Tom Wroblewski</td> <td>Requestor Phone: 753-6291</td> <td>Requestor Email:</td> </tr> <tr> <td>Entered by: Adrienne Arhos</td> <td>Entered by Phone: 753-0907</td> <td>Entered by Email:</td> </tr> <tr> <td>Other Contact:</td> <td>Other Contact Phone:</td> <td>Other Contact Email:</td> </tr> </table>			Department: Capital Arch Plan Safety	College/Area: Capital Arch Plan Safety	Division: Finance & Facilities	Requested by: Tom Wroblewski	Requestor Phone: 753-6291	Requestor Email:	Entered by: Adrienne Arhos	Entered by Phone: 753-0907	Entered by Email:	Other Contact:	Other Contact Phone:	Other Contact Email:
Department: Capital Arch Plan Safety	College/Area: Capital Arch Plan Safety	Division: Finance & Facilities												
Requested by: Tom Wroblewski	Requestor Phone: 753-6291	Requestor Email:												
Entered by: Adrienne Arhos	Entered by Phone: 753-0907	Entered by Email:												
Other Contact:	Other Contact Phone:	Other Contact Email:												

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.

Services Agreement (A&E) Rev 7/8/15 Page 1 of 15

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,

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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

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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 Academic Finance

KNIGHT E/A, INC.

By: 

Name: Kevin E. Lentz

Title: President

Exhibit A **Scope of Work**

Project Understanding

The following scope of work is based on the initial QBS request, modified to accommodate schedule and process revisions that emerged from the Architectural Team kick-off meeting held at NIU November 10th and 11th. The proposed Campus Core Urban Design Framework Plan (Framework) will include six tasks. The Tasks are organized around the agreed upon interaction points with the larger design team in order to provide direction to the Architects undertaking the master planning for Holmes Student Center and Neptune Housing, while also benefitting from their experience and data gathering process.

Scope of Services

Knight, UrbanGreen and Civitas propose to provide the following services:

TASK 1.0 CONCEPT DEVELOPMENT IN ADVANCE OF JANUARY WORKSHOP

This task will prepare initial concepts, options and review materials to assist with dialogue and evaluation of the overall approach to the campus core, during the initial Consultant Team Workshop, scheduled for January 12-15. Specific tasks leading up to the workshop include:

1.1 Urban Design Principles

Generate a series of urban design principles that will articulate and describe the future design direction of the Core Campus. These principles will form a critical, foundational piece for all future work and will be important for the forthcoming architectural studies. We will present these principles at our first initial work session for review and comment, refine as necessary, and update for the final Framework Plan summary document.

Products...

- *Draft Urban Design Principles – Text with Supporting Images*

1.2 Built Form Architectural Framework

Based on the urban design principles, develop initial concept(s) on potential Built Form and Architectural Framework to provide a basis of discussion with the architectural teams on Holmes and Neptune.

Products...

- *Concept Diagrams illustrating important Building Frames and Functional Relationships. To the extent necessary, key points, building height, Scale and key active edges will be shown.*

1.3 Initial Transit Review and Concept Preparation

Review existing reports and transit routes, review the issues and history of relocation of the transit pick up and drop off zones at Holmes Student Center, study the current loading and routing challenges, study the potential closure of Normal Road, and look for ways to mitigate the tough winter conditions affecting the students. All work will review existing studies and include phone interviews. No new primary data or studies will be created. Review will be to prepare for participation in January workshop and provide design guidance to Urban Designers.

1.4 Public Realm & Active Space Network

This task focuses on establishing an open space structure and hierarchy for the future Core Campus, including definition of key public open spaces, quadrangles, squares, and plazas. The intent is to provide a cohesive open space direction that will inform both existing and future campus building footprints, while connecting to the larger campus network of open spaces. Prior to the January workshop prepare some initial studies for consideration and to help guide conversation with the Architectural team.

Anticipated Products...

- *Campus Open Space Context Diagram*
- *Open Space Hierarchy & Structure Diagram*
- *Core Campus Open Space Plan with potential Programming*

TASK 2.0 JANUARY WORKSHOP

Attend work session in Illinois in early January to collaborate with the architectural team, present initial concepts, options and findings from Task 1.0. Proposal anticipates attendance for two full working days for Joe Hrudá and Michael Cannon, one full day for Clay Shipley, and three full days for Jim Heid.

TASK 3.0 CORE FRAMEWORK PLAN DRAFT

This task will refine initial concepts based on information and input at the January workshop, and produce a draft framework plan for presentation at the next Consultant Team Workshop, scheduled for March 2015. Specific tasks include:

3.1 Finalize Urban Design Principles

Finalize the urban design principles as the foundational piece of the core framework plan.

Products...

- *Final Urban Design Principles – Text with Supporting Images*

3.2 Built Form Architectural Framework

Based on input and guidance gained at the January work session, develop Built Form and Architectural Framework Diagrams. This will include a three-dimensional massing model, illustrating existing and proposed building envelopes, along with supporting diagrams showing spatial definition and view framing objectives.

Products...

- *Core Campus Massing Model in SketchUp*
- *Concept Diagrams Illustrating Building Frames, Height, Facades, Active Edges, Weather Protection, Scale, Transparency, and Open Space Framing*
- *Building/Site Section at MLK Plaza*
- *Building/Site Section at Lucinda Avenue*

3.3 Civil Engineering and Transit Review and Programming

Provide Review of existing conditions, research and coordinate as required to address base civil engineering needs. Draft informal technical advisory memorandum to provide civil transit & transportation related guidance to the design team, based on readily available information. More detailed analysis and primary Technical Memorandum for transportation related studies are identified under Optional Services.

Conduct hydraulic and/or hydrology review/assessment as required for Watson Creek. This work will likely require preparation of technical memo(s) to support findings and recommendations.

Review existing conditions, research and coordinate as required to address base civil engineering needs with particular emphasis on fixed existing utility systems that would inform and impact Core Framework Plan concepts such as Steam Tunnel network.

- *No unique products. All work will be included within other framework diagrams or documents.*

3.4 Public Realm & Active Space Network

Finalize the open space structure and hierarchy for the future Core Campus, including definition of key public open spaces, quadrangles, squares, and plazas. This will define a cohesive open space direction for both existing and future campus building footprints, while connecting to the larger campus network of open spaces.

Products...

- *Campus Open Space Context Diagram*
- *Open Space Hierarchy & Structure Diagram*
- *Landscape Character & Role Diagrams*
- *Core Campus Open Space Plan with Programming Notes*

3.5 Mobility & Circulation Framework

The mobility and circulation diagrams will illustrate the hierarchy, priority, and path movement through and around the core campus. The focus will be on pedestrian, bicycle, transit, and automobile circulation, including the Green Line 'Puppy' Routes. Our team will review the transit pick up and drop off zones at Holmes Student Center, study the current loading and routing challenges, the potential closure of Normal Road, and look for ways to mitigate the tough winter conditions affecting the students.

Products...

- *Pedestrian & Bicycle Circulation Plans*
- *Transit Route Interfaces with Core Campus*
- *Holmes Student Center Transit Access Diagram*
- *Core Campus Parking Diagram, including service & loading zones*

TASK 4.0 MARCH WORKSHOP

Attend work session to collaborate and present final Core Framework Plan to architectural team, and review early concepts for building programs and master plans. Comment on evolving plans and note required updates to the Core Framework Plan. Proposal anticipates attendance for two full working days for Joe Hrudá and Michael Cannon, and three full days for Jim Heid.

TASK 5.0 FINAL FRAMEWORK PLAN

Finalize all components of the Core Framework Plan into a summary document. Anticipated product is a digital 11x17 PDF formatted document and the original Indesign files for use by NIU staff, which can be updated in the future as necessary.

Product...

- *Final Framework Plan package of a digital model, diagrams, and plans in a complete booklet.*

TASK 6.0 PROJECT MANAGEMENT AND COORDINATION

Participate in bi-weekly team conference phone calls for coordination based on the Process Schedule produced at the November 10th NIU Coordination Meeting. Conduct ongoing project schedule and budget management, and coordination with NIU A/E team and Consultant teams.

Schedule

Knight, UrbanGreen and Civitas will work with the University and Consultant team to meet the schedule. The schedule is currently anticipated to include the following milestones:

- ✓ Project initiation – December 1, 2014
- ✓ Consultant Team Initial Work Session at NIU – January 12-15, 2015
(present initial options and concepts for plan)
- ✓ Consultant Team Programming Work Session at NIU – March 2015 dates TBD
(present Core Framework Plan Draft)
- ✓ Final Core Framework Plan Deliverable – April 15, 2015

Compensation

Knight, UrbanGreen and Civitas propose to perform services described herein for the following fees:

Task	Task Description	Civitas	UrbanGreen	Knight	Totals
1.0	Concept Development in Advance of January Workshop	\$25,970	\$1,800	\$1,076	\$28,846
2.0	January Work Session	\$6,560	\$5,400	\$535	\$12,495
3.0	Core Framework Plan Draft	\$24,090	\$4,500	\$6,201	\$34,791
4.0	March Workshop	\$6,560	\$5,400	\$1,070	\$13,030
5.0	Final Framework Plan	\$9,390	\$1,800	\$1,792	\$12,982
6.0	Project Management and Coordination	\$5,550	\$3,600	\$1,786	\$10,936
Total Fees for Services		\$78,120	\$22,500	\$12,460	\$113,080
Reimbursable Expense Budget for Travel and Reproduction		----	----	----	\$12,500

Exhibit B
Partial Program Statement

In July 2013, Douglas Baker was instated as the twelfth President of NIU. Upon taking office, he and his team began the Bold Futures Initiative to envision a next generation NIU community experience. In January 2014, a team of urban designers, planners and economists developed a series of physical and operating recommendations for the campus using an accelerated charrette process. The resulting concepts and recommendations are captured in A Campus RE:Envisioned.

A Campus RE:Envisioned set “Ten Goals for Five Years”, with Holmes Student Center identified as the number one goal and the Spine as number two; both items critical to the redevelopment of the central core of NIU campus. An urban design framework plan will guide the architectural and space planning studies within the core of campus. The Spine will be an integral component in creating a campus core that is vibrant, human scaled, and the center of activity. The University envisions a next generation NIU community experience with a fully integrated campus central core to better serve student needs and support student career success.

Reference: A Campus RE:Envisioned – February 2014
Board of Trustees Report – Agenda Item 8.a.(2) – June 19, 2014
Board of Trustees Report – Agenda Item 8.a.(3) – June 19, 2014

Exhibit C
Professional Compensation Schedule

BASIC FEE COMPENSATION SCHEDULE

Work	Deliverable	Amount
Task 1.0 - Concept Development in Advance of January Workshop	See Task 1.0 above	\$28,846.00
Task 2.0 - January Work Session	Slide Show Presentation	\$12,495.00
Task 3.0 - Core Framework Plan Draft	See Task 3.0 above	\$34,791.00
Task 4.0 - March Workshop	Slide Show Presentation	\$13,030.00
Task 5.0 - Final Framework Plan	Final Framework Plan package of a digital model, diagrams, and plans in a complete booklet	\$12,982.00
Task 6.0 - Project Management and Coordination	n/a	\$10,936.00
BASIC FEE		\$113,080.00

Primary Design Sub-Consultants (fees are included in BASIC FEE above):

UrbanGreen, Inc.
P.O. Box 29627
San Francisco, CA 84129
Phone: 1-415-218-6709

Civitas Urban Design & Planning, Inc.
1090 West Pender Street
Suite 700
Vancouver, BC, V6E2N7 Canada
Phone: 1-604-683-8788

Special Consultants: (N/A)

Number of Copies of Final Study to be Provided as Part of Basic Services: Six (6) sets

Reimbursable Expenses: \$8,500.00

Reproduction of Documents Maximum: \$4,000.00

SUMMARY

Basic Fee Total: \$113,080.00

Reimbursable Expenses: \$8,500.00

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Document Reproduction: \$4,000.00
Total Fee: \$125,580.00
(Includes Basic Fee, Reimbursables,
and Document Reproduction)

The total fees and expenses for the services described in this Agreement shall not exceed \$125,580.00 without University's prior written approval.

Certifications

Vendor acknowledges and agrees that compliance with this certifications form in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this certifications form in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with these certifications in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

Attn: Vendors employing subcontractors

This subsection, in its entirety, also applies to subcontractors used on the contract. Vendor shall include these Certifications in any subcontract used in the performance of the contract using the Certification form provided by the University. If any subcontractor is to be used in the performance of the services required under the contract, Vendor certifies that it has provided the name(s), address(es) and amount(s) expected to be paid to the subcontractors (collectively, the "Subcontractor Information"), and that the Subcontractor Information and a description of the general type of work to be performed by the subcontractors, including a description of which portion(s) of the work will be subcontracted out, is included in the contract. Vendor may not use the services of other contractors or subcontractors not named in the contract without the prior written permission of University. If at any time during the term of the contract, a Vendor adds or changes any subcontractor, Vendor shall promptly notify the University in writing of the names, addresses, work to be performed, and the expected payment each new or replaced subcontractor will receive under the contract.

3.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

3.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

3.3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3

3.4. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.

3.5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar

work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

- 3.6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5
- 3.7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10
- 3.8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5
- 3.9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e)
- 3.10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60
- 3.11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12
- 3.12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14
- 3.13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
- 3.14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30
- 3.15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38
- 3.16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38
- 3.17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50
- 3.18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517
- 3.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565

3.20. Drug Free Workplace

3.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act

3.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580

3.21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582

3.22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583

3.23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584

3.24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587

3.25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45

3.26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4

3.27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105

3.28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2

3.29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

3.30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

3.31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 3.32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. ☒ Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- 3.33 Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.

3.34 **Disclosure of Business Operations in Iran**

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran

involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

3.35 Under the penalties of perjury, the FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN) noted below is correct. The vendor is doing business as a (PLEASE CHECK ONE) and enter TIN in the space provided:

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Governmental Entity
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt Organization
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> [IRC 501 (a) only]
<input type="checkbox"/> Not-for-profit Corporation	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Medical and Health Care Services Provider Corporation	

Taxpayer Identification Number (TIN)

- 3.36. Vendor agrees that this contract is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments under the terms hereof.
- 3.37. To the extent this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Prevailing Wage Act"), Vendor acknowledges that the Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idoi/rates/rates.HTM>. Vendor certifies that all contractors and subcontractors rendering services under this contract will comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties.
- 3.38. Pursuant to the Employment of Illinois Workers on Public Works Act, Vendor shall employ Illinois laborers on all public works projects or improvements, or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, pursuant to the guidelines and exceptions in 30 ILCS 570/0.01 et. seq.
- 3.39. Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the University pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this

section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

Company Name: **Knight E/A, Inc.**

Address: **221 N. LaSalle St., Suite 300**

City/State/Zip Code: **Chicago, IL 60601**

Telephone Number: **(312) 577-3300**

Signature

Printed Name: **Kevin E. Lentz, PE**

Date: **February 17, 2015**

NIU 1-30-15

Financial Disclosures and Conflicts of Interest

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

This disclosure is submitted for (check one):

- ☒ Vendor
- ☐ Vendor's Parent Entity(ies) (show 100% ownership)
- ☐ Subcontractor(s) >\$50,000
- ☐ Subcontractor's Parent Entity(ies) > \$50,000

Project Name: Services Agreement for NIU

Procurement Bulletin Reference #: P2300

Vendor Name: Knight E/A, Inc.

Doing Business As (DBA): _____

Disclosing Entity Name: Knight E/A, Inc.

Disclosing Entity's Parent Entity: Knight Partners, LLC

Instrument of Ownership or Beneficial Interest (check one):

- ☐ Sole Proprietorship
- ☒ Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
- ☐ Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
- ☐ Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
- ☐ Not-for-Profit
- ☐ Trust Agreement (Beneficiary)
- ☐ Other

If you selected Other, please describe: _____

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

- ☐ Option 1 – Publicly Traded Entities
- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
- OR
- 1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.
- ☐ Option 2 – Privately Held Entities with more than 100 Shareholders
- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
- OR
- 2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.
- ☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships
- 3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
- ☐ Option 4 – Foreign Entities
- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
- OR
- 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.
- ☐ Option 5 – Not-for-Profit Entities
- ☐ Complete Step 2, Option B.
- ☐ Option 6 – Sole Proprietorships
- ☐ Skip to Step 3.

STEP 2**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X

Name	Address	Percentage of Ownership	\$ Value of Ownership
Knight Partners, LLC	221 N. LaSalle, Suite 300 Chicago, IL 60601	100%	

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y

Name	Address	% of Distributive Income	\$ Value of Distributive Income
Knight Partners, LLC	221 N. LaSalle, Suite 300 Chicago, IL 60601	100%	

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20. ☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity. ☒ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

STEP 3**DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over \$50,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning this solicitation? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: **N/A**

STEP 4**PROHIBITED CONFLICTS OF INTEREST**

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **N/A**

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? ☐ Yes ☐ No

STEP 5**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: **N/A**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **Knight E/A, Inc.**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over \$50,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government? ☒ Yes ☐ No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See Attached				

Please explain the procurement relationship: **Vendor**

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: **Knight E/A, Inc.**

Signature: _____

Date: **February 17, 2015**

Printed Name: **Kevin E. Lentz, PE**

Title: **President**

Phone Number: **(312) 577-3381**

Email Address: **klentz@knightea.com**

Current Contracts with units of State of Illinois government:

Agency/University	Project Title	Status	Value	Contract Reference / P.O. / Illinois Procurement Bulletin #
State of Illinois Capital Development Board	Calumet Armory/Donnelley Bldg roof and interior/exterior	Ongoing	\$158,400	Project 546-108-003
State of Illinois Capital Development Board	General Jones Armory roof and interior/exterior	Ongoing	\$90,750	Project 546-070-025
Illinois Department of Transportation	IL 60/83 from IL 176 to EJ&E Railroad	Ongoing	\$1,549,424	PTB 143-003
Illinois Department of Transportation	I-64 Phase I/II Structures over Wabash River	Ongoing	\$794,928	PTB 147-042
Illinois Department of Transportation	Phase III, I-55 at Arsenal Road	Ongoing	\$7,766,579	PTB 151-001
Illinois Department of Transportation	Phase II, IL 59 lane additions and bridge replacement	Ongoing	\$5,521,415	PTB 153-005
Illinois Department of Transportation	Phase III, I-57 over I-294	Ongoing	\$5,360,414	PTB 155-003
Illinois Department of Transportation	Phase II, IL 7 (159 th Street) from I- 355 to Will-Cook Road	Ongoing	\$2,830,169	PTB 157-004
Illinois Department of Transportation	HSR Chicago to St. Louis	Ongoing	\$3,000,000 max work order as assigned	PTB 160-027
Illinois Tollway	Design and Construction Project Management; I-294/I-57	Ongoing	\$16,848,331	I-11-4026
Illinois Tollway	Construction Management I-90, Retaining Wall and Bridge Widening	Ongoing	\$3,081,000	I-13-4098
University of Illinois at Chicago	Utilities Master Plan	Ongoing	\$2,497,936	QBS# PSS999C11036
Northern Illinois University	Civil Engineer Consultant Retainer	Ongoing	\$79,642 to date	QBS# SM042811
State of Illinois Capital Development Board	Department of Natural Resources Replace Sewage Treatment Plants and Shower Building Kankakee River Conservation Area and State Park – Kankakee County	Ongoing	\$174,000	Bulletin 181 Project # 102-313-047
Illinois Department of Transportation	IL 19 (Irving Park Road) at York Road, Phase III	Ongoing	\$7,516,852	PTB 165/Item 1 Job No. C-91-667-10
State of Illinois Capital Development Board	Renovate Administration Building and First Bay Pullman Factory Historic Site	On Hold	\$47,639	PSB 191/ 104-212-013
State of Illinois Capital Development Board	Historic Preservation Agency Renovate and Repair the Hotel Florence Pullman Factory Historic Site	Ongoing	\$75,000	Contract # 104-212-015 Project # 14042010

Current Contracts with units of State of Illinois government (Continued):

Agency/ University	Project Title	Status	Value	Contract Reference / P.O. / Illinois Procurement Bulletin #
Illinois Tollway	IL 19 Interchange on the Elgin O'Hare Western Access (EOWA) Phase II	Ongoing	\$5,526,800	PSB 13-4/Item 2 I-13-4623
Illinois Department of Transportation	I-55 at Weber Road	Ongoing	\$3,724,000	PTB 169/Item 17 Job No. D-91-009-14,

Current Pending Proposals with units of State of Illinois government:

Agency/ University	Project Title	Status	Value	Contract Reference / P.O. / Illinois Procurement Bulletin #
Illinois Department of Transportation	Various Phase I/II Projects, Various Routes, Various Counties, Region Two/District Two	Negotiations	N/A	PTB 172/Item 17 Job No. P-92-020-14
Illinois Department of Natural Resources	Mazonia Braidwood; Reclamation Design, Engineering, and Inspection	Pending	N/A	PTB 170/Item 24 Job No. AML-GKnP-1349
Illinois Tollway	I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening, IL 25 (MP 56.8) to West of Higgins Road (MP 60.8)	Pending	TBD	IPB# 22033889

Financial Disclosures and Conflicts of Interest

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

This disclosure is submitted for (check one):

- ☐ Vendor
- ☒ Vendor's Parent Entity(ies) (show 100% ownership)
- ☐ Subcontractor(s) >\$50,000
- ☐ Subcontractor's Parent Entity(ies) > \$50,000

Project Name: Services Agreement for NIU

Procurement Bulletin Reference #: P2300

Vendor Name: Knight E/A, Inc.

Doing Business As (DBA): _____

Disclosing Entity Name: Knight Partners, LLC.

Disclosing Entity's Parent Entity: _____

Instrument of Ownership or Beneficial Interest (check one):

- ☐ Sole Proprietorship
- ☐ Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
- ☒ Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
- ☐ Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
- ☐ Not-for-Profit
- ☐ Trust Agreement (Beneficiary)
- ☐ Other

If you selected Other, please describe: _____

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

- ☐ Option 1 – Publicly Traded Entities
- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
- OR
- 1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.
- ☐ Option 2 – Privately Held Entities with more than 100 Shareholders
- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
- OR
- 2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.
- ☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships
- 3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
- ☐ Option 4 – Foreign Entities
- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
- OR
- 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.
- ☐ Option 5 – Not-for-Profit Entities
- ☐ Complete Step 2, Option B.
- ☐ Option 6 – Sole Proprietorships
- ☐ Skip to Step 3.

STEP 2**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X

Name	Address	Percentage of Ownership	\$ Value of Ownership
JWE Knight S-Corp (James E. Wolfe, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	39.93%	N/A
KEL Knight S-Corp (Kevin E. Lentz, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	37.95%	N/A
MMM Knight S-Corp (Melissa M. Mulhern, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	6.88%	N/A
Joseph Lamb	1414 W. Anthony Drive, P.O. Box 1730 Champaign, IL 61824	6.33%	N/A
DGK Knight S-Corp (Daniel G. Kavanaugh, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	5.59%	N/A

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y

Name	Address	% of Distributive Income	\$ Value of Distributive Income
JWE Knight S-Corp (James E. Wolfe, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	39.93%	N/A
KEL Knight S-Corp (Kevin E. Lentz, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	37.95%	N/A
MMM Knight S-Corp (Melissa M. Mulhern, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	6.88%	N/A
Joseph Lamb	1414 W. Anthony Drive, P.O. Box 1730 Champaign, IL 61824	6.33%	N/A
DGK Knight S-Corp (Daniel G. Kavanaugh, Owner)	221 N. LaSalle, Suite 300 Chicago, IL 60601	5.59%	N/A

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20. ☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity. ☒ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning this solicitation? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: **N/A**

STEP 4**PROHIBITED CONFLICTS OF INTEREST**

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Joseph Lamb**

7. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
8. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
9. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
10. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
11. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
12. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor(\$354,824.00)? ☐ Yes ☐ No

STEP 5**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: **Joseph Lamb**

11. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☒ No
12. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☒ No

13. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☒ No
14. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☒ No
15. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☒ No
16. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☒ No
17. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☒ No
18. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No
19. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No
20. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **JWE Knight S-Corp, KEL Knight S-Corp, MMM Knight S-Corp, DGK Knight S-Corp, Joseph Lamb & Knight Partners, LLC**

6. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
7. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
8. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
9. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
10. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over \$50,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government? ☐ Yes ☒ No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Knight Partners, LLC

Signature: _____

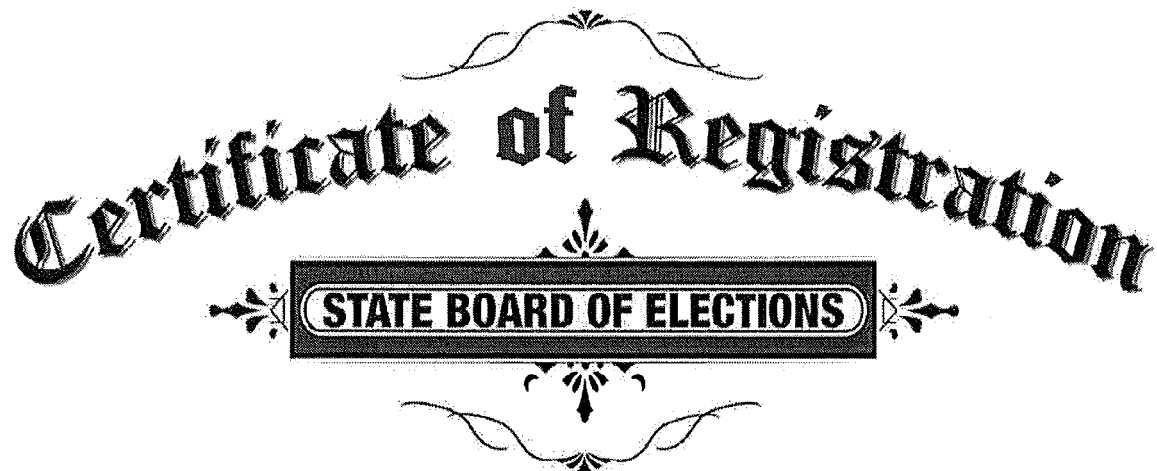
Date: February 17, 2015

Printed Name: Kevin E. Lentz, PE

Title: President

Phone Number: (312) 577-3381

Email Address: klentz@knightea.com



Registration No. 11477

Knight E/A, Inc.

221 N. LaSalle Street
Suite 300

Chicago IL 60601-1211

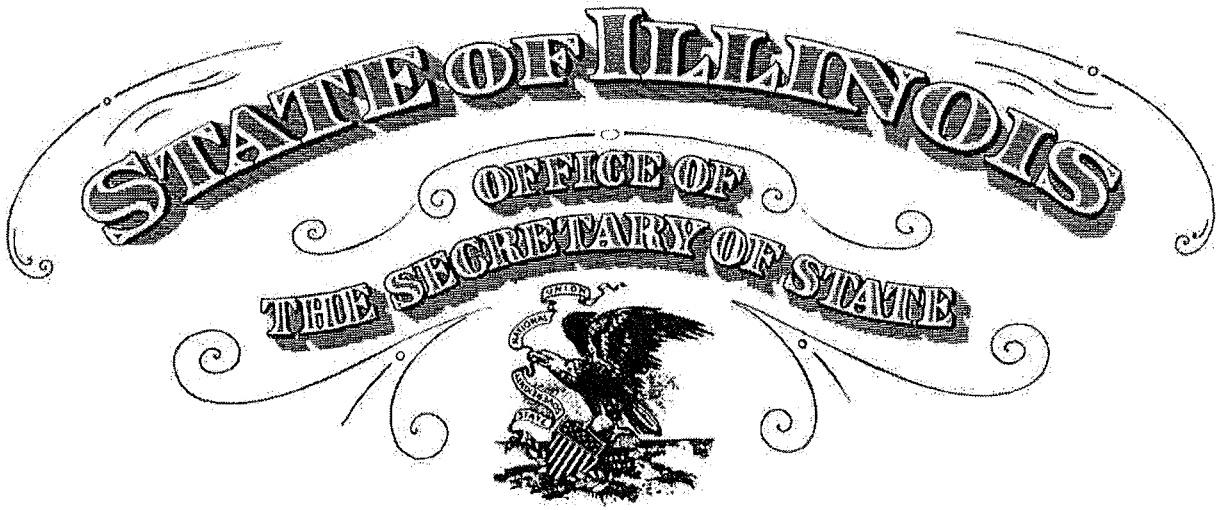
Information for this business last updated on:

Monday, March 24, 2014

Certificate produced on Thursday, June 26, 2014 at 12:26 PM

Exhibit 76





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

KNIGHT E/A, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 30, 1998, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1504202820

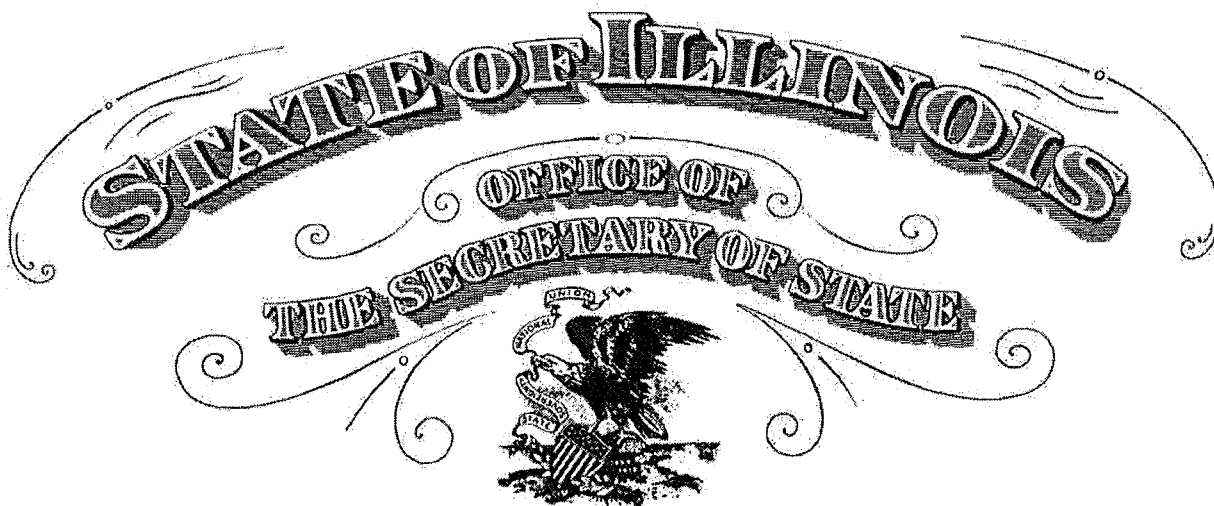
Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of FEBRUARY A.D. 2015 .



SECRETARY OF STATE

File Number 0024772-3



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

KNIGHT PARTNERS, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 23, 1998, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1504202800

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of FEBRUARY A.D. 2015 .



SECRETARY OF STATE

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

KNIGHT ENGINEERS & ARCHITECTS
221 N LASALLE ST STE 300
CHICAGO IL 60601-1211

Purchase Order	156947	Page	1
Date	07/13/2015		
Revision			
Payment Terms	Net 30		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
1	Provide Professional Services, including concept development, work sessions & workshops, framework plan, and project mgmt. & coordination for Central Core Redevelopment Framework	1.00	LOT	125,580.00	125,580.00	07/15/2015

Per Agreement

Vendor: Please reference P2344 - DeKalb Campus - Central Core Redevelopment Framework on all invoices.

Total PO Amount 125,580.00

Contract start date 7/13/15
Contract end date 9/30/15

All shipments, shipping papers, invoices, and correspondence must be identified with our Order Number may be rejected. Overshipments will not be accepted unless authorized by this purchase order. This purchase order is subject to all applicable Illinois and Federal statutes and regulations, Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Copies of these rules and procedures are available upon request.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that it has a plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

out the Purchase

the Higher
ment Services for

payment

Authorized Signature [Signature] 7.13.15	Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each) 41 OP5804 99F n/a 692005 125,580.00
Buyer: Scott M Olsen Location: PP A&E PP/Architectural & Eng Origin: Finance & Facilities Operation	Signature: [Signature] Michele Danza, CPSM Director, Procurement Services
PO Type: LSTD PO Ref.: COD, P2344 NIU FEIN: 366008480 IL Tax Exempt# E9990-9601-06	Exhibit 76

Purchase Order

Northern Illinois University

Procurement Services
Lowden Hall 107
590 College Ave
DeKalb IL 60115
815/753-1671

KNIGHT ENGINEERS & ARCHITECTS
221 N LASALLE ST STE 300
CHICAGO IL 60601-1211

Purchase Order	156947	Page	2
Date	07/13/2015		
Revision			
Payment Terms	Net 30		
Freight Terms	Origin, Prepay & Add Shipping		

Ship To: Northern Illinois University
Central Receiving
Dorland Bldg
180 W Stadium Dr
DeKalb IL 60115-2828

Bill To: Northern Illinois University
General Accounting
Lowden Hall 204
DeKalb IL 60115
Email: accountingoffice@niu.edu
Phone: 815/753-1514 Fax: 815/753-2007

Line	Item/Description	Quantity	UOM	Unit Price	Extended	Due Date
------	------------------	----------	-----	------------	----------	----------

VENDOR: NIU PO# MUST BE ON OUTSIDE SHIPPING LABEL and INVOICE.

COD--Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this order.


NIU INTERNAL COMMENTS:

Requested by: Tom Wroblewski, 753-6291
Entered by: Adrienne Arhos, 753-0907
Dept: Architecture/Engineering Services
Deliver to: PP 105
Bulletin waived 6/26/15
Presidential Approval 4/24/15 \$129,350
Contract received from Legal 7/13/15

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Any Shipments without the Purchase Order Number may be rejected. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

This purchase order is subject to all applicable Illinois and Federal statutes and regulations, including the Illinois Procurement Code and the Higher Education Procurement Rules, and all applicable regulations and procedures of Northern Illinois University. Please contact NIU-Procurement Services for copies if needed.

Vendor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the vendor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

Authorized Signature  13.15	Chartfields (fund, cost cntr, class, project/grant, account, total \$ for each) 41 OP58 49 99F n/a 692005 125,580.00
Buyer: Scott M Olsen Location: PP A&E PP/Architectural & Eng Origin: Finance & Facilities Operation	Exhibit 76
PO Type: LSTD PO Ref.: COD, P2344 NIU FEIN: 36 608 48 0 IL Tax Exempt# B990-9601-06	

State of Illinois

FY16

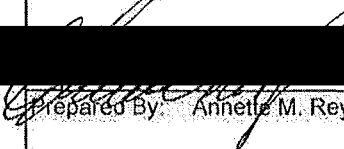
Contract -- Obligation Document

Agency No. **6 4 4**

Fiscal Year	Transaction Code	Contract/Obligation No.	Transaction Date	Nine Digit Taxpayer ID Number	Legal Status
2016	9900	156947	7/28/2015	371380560	04
Contract Action	Class Code	Governor's Release No.	Vendor's Name and Address		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change	99		Knight Engineers & Architects 221 N LaSalle St Ste 300 Chicago, IL 60601-1211		
Appropriation Code		Obligation Amount			
Institutional Funds		File Only			
			Multiple Year Contract		Maximum Contract Amount
					\$125,580.00
			Month/Day/Year - Month/Day/Year		
			Current Fiscal Year of Contract		Annual Contract Amount
			7/13/2015 - 9/30/2015		\$125,580.00
			Month/Day/Year - Month/Day/Year		Reimbursement Expenses Included
			Multiple Year Contract Amounts		Year 2 - 7 (and over)
			2 3 4		
			5 6 7		

Description:

Provide Professional Services, including concept development, work sessions & workshops, framework plan, and project mgmt. & coordination for Central Core Redevelopment Framework.

Method of Compensation		Procurement Information		Travel Expenses	
MR		Award Code: B	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Amount:	
(Time)		Publication Date: June 25, 2015	Amount:		
(If Multiple Rates, Specify)		Reference #: kmc1082014	Advance Payment		
		Subcontractor Utilization: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Amount:	
		Subcontractor Disclosure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
 Prepared By: Annette M. Reyes		NIU-BOARD OF TRUSTEES Contracting Agency/Division			
Date: 7/28/2015		NIU-BOARD OF TRUSTEES Filing Agency/Division			
Authorized By:		Date:			

Northern Illinois University Purchase Requisition	Check: NIU	<input checked="" type="checkbox"/>	New	<input checked="" type="checkbox"/>	Dept Ref No: P2344 PO No: 156947
	FDN	<input type="checkbox"/>	Change	<input type="checkbox"/>	
		<input type="checkbox"/>	Renewal	<input type="checkbox"/>	

Date	06/10/15		
Department	Architecture/Engineering Services		
Entered by	Adrienne Arhos	Phone	753-0907
Requested by	Tom Wroblewski	Phone	753-6291

Procurement use:	Initials	Date
Req/PO Entered	<input checked="" type="checkbox"/>	6/22/15
Req/PO To Buyer	<input checked="" type="checkbox"/>	
Req Selected	<input checked="" type="checkbox"/>	7/13/15
PO Approved	<input checked="" type="checkbox"/>	

Vendor Information:

Vendor Name	Knight E/A Inc		
Address 1	221 N LaSalle St, Ste 300		
Address 2			
Address 3			
City, State, Zip	Chicago IL 60601-1211		
Phone number		Fax number	

Accounting use:	Initials	Date
		6/10/15
GRF / IE / NAF		
FSL Y / N		
FA Y / N		
Initials		6/15/15

Delivery Location

Dept, Bldg & Room No.

Arch/Eng Svcs, PP105

Delivery

Date

07/01/15

Fund Distribution

Requisition

TOTALS

125,580.00

125,580.00

Funding Distribution

Line	Authorized signature	Account	Fund	Center	Program	Class	FY	Project /Grant	Amount
a		692005	41	OP58049	N/A	99F	2016		125,580.00
b									
c									

COD Needed

Requisition Lines

Line	Quantity	Unit	Unit Price	Description	Item Fund Distribution	Extended Line Amount
1	1	lot	125,580.0000	Provide Professional Services, including concept development, work sessions & workshops, framework plan, and project management & coordination for Central Core Redevelopment Framework.		125,580.00 ✓
2				Original Services Agreement and Certs & Disclosures attached		-
3				Vendor: Please reference P2344 - DeKalb Campus-Central Core Redevelopment Framework on all invoices		-

Business Form 359 (08/26/05)

Exhibit 76

6/10/2015 2:15 PM

1 of 1

CAPITAL IMPROVEMENT PROJECTS
DeKalb Campus – Central Core Redevelopment Framework

Summary: The February 2014 document "A Campus RE:Envisioned" set "Ten Goals for Five Years" with Holmes Student Center identified as the number one goal and the Spine as the second; both items are critical to the redevelopment of the central core of the NIU campus. This project provides an urban design framework plan that will guide and inform the architectural and space planning studies within the central core of campus. The Spine, envisioned as a pedestrian/bicycle/light vehicle pathway through central campus, will be an integral component in creating a campus central core that is vibrant, human scaled, and the center of activity. The University envisions a next generation NIU community experience with a fully integrated campus central core to better serve student needs and support student career success.

Work will be completed by consulting urban planners under the supervision of an NIU project manager.

Recommendation: Approve the project as follows:

Project Management:	NIU A/E Services
Budget:	\$129,350
Project Number:	P2344

Funding: 33-PE56008-99X Miscellaneous Construction 2010 Bonds

TLW

Contract Information Sheet

Contract Information Priority: PO Number: 156947 OGC #: 33122 Contract Type: Procurement - New Vendor Name: Knight E/A Inc Vendor Contact: Address: 221 N Lasalle St Ste 300 City: Chicago State: IL Zip: 60601 Phone: 312-577-3300 Fax: 312-577-3526 Email: Country: United States Description: Professional Services for Central Core redevelopment framework Start Date: End Date: Due Date: Fiscal Year: 2016 Contract Renewal: Dollar Amount: \$125580.00 Dollar Amount Type: Funding: Buyer Name: Scott Olsen Buyer Phone: 753-6111 Buyer Email: scotto@niu.edu Attorney Name: Attorney Email: Procurement Comments:		Contract Status Date Created: 6/22/2015 OGC Contract Status: Request Received: Holding Start: Holding End: Out for Vendor Signatures: Out for NIU Signatures: Out to Procurement:
Processing Required Supporting Documents Certification: Received W-9: W8Ben: Disclosures: Grant Award: Grant #: Insurance: Bond: Conflict of Interest:		Approvals PPB: Approved Pres Bot: Presidential Approved 4/24/2015
Reference Department: College/Area: Division: Requested by: Requestor Phone: Requestor Email: Entered by: Entered by Phone: Entered by Email: Other Contact: Other Contact Phone: Other Contact Email:		

OGC # 33122

Document Type: **Exhibit 76** Choose an item.

Public Higher Education Bulletin

Scott

To obtain documents, log on:

E-mail: Password: Logon For:
Not registered? Register me now

Northern Illinois University

QBS #KMC1082014

Request for Professional Services Qualifications (QBS): Urban Design and Planning Services

Award Info	Published Thursday June 25, 2015
Awarded to: Consultant: Knight E/A Inc., Chicago, IL Amount: An estimated \$250,000 Terms: One-time transaction	
Number of Unsuccessful, Responsive Respondents: 14 The buyer for this procurement is now Scott Olsen, (815) 753-6111. The University award process may be delayed up to thirty days as this award goes through a state approval process.	
This notice has been modified	Published Wednesday September 24, 2014
Addendum #1 has been issued. Please print/download the additional document.	

First published Monday, September 15, 2014

Project Description

Northern Illinois University is seeking qualified urban design and planning firms to provide urban design and planning services for the Main Campus in DeKalb, Illinois. The project will include the development of an urban design framework plan to guide near term architectural and space planning studies within the core campus area of the main campus. This project will be administered by Northern Illinois University, DeKalb.

Letter Submission

Qualifications and supporting materials will be accepted at the address below until 4:00 PM, Wednesday October 8, 2014:

Thomas L. Wroblewski, Director
Architectural / Engineering Services
Northern Illinois University
180 West Stadium Drive
DeKalb, IL 60115

The designer must work within established University project requirements and protocol.

For specific submittal requirements and additional information refer to the attached file.

Prior to contract award, the selected firm will be required to complete and submit a "Disclosures and Conflicts of Interest" form. The completed form and all information shown thereon will be provided to the Procurement Policy Board.

State Purchasing Officer - Lee Saulter

Only those firms which meet the following qualifications will be considered:

- Pre-qualified with the State of Illinois Capital Development Board.
- Registered and authorized to do business in the State of Illinois.
- There is no BEP goal for this procurement.

Selection will be consistent with the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1).

This transaction is subject to the State Board of Elections registration and certification requirements of Public Act 095-0971.

To obtain documents, log on:

Specification Documents

FinalCharretteReport25Feb2014.pdf
(2 MB)
KMC1082014.docx (4 MB)
KMC1082014Addendum1.docx
(32 KB)



Free AutoCAD®

Viewers

*6-26-15**PPB Waiver*

Exhibit 76

The State of Illinois has a policy to encourage prospective vendors to hire qualified veterans, minorities, females, persons with disabilities and ex-offenders.

Public Higher Education Bulletin
<http://www.procure.stateuniv.state.il.us>



Northern Illinois University

*Division of Operations and
Community Relations*

DeKalb, Illinois 60115-2828
815-753-1695
Fax 815-753-1950

MEMORANDUM

DATE: October 23, 2014

TO: Doug Baker, President

FROM: Bill Nicklas, Vice President of Operations and Community Relations

BY: Thomas Wroblewski, Director, Architectural & Engineering Services

SUBJECT: **QBS SELECTION – URBAN DESIGN AND PLANNING SERVICES**
RFQ #KMC1082014
CAMPUS CORE FRAMEWORK PLAN

We have completed the QBS process to recommend the qualified Consulting Urban Design and Planner for the referenced project.

Request for Qualifications was advertised on Friday, September 12, 2014. Fifteen (15) consulting firms responded to our request for qualifications; all fifteen (15) submittals were reviewed. The selection committee consisted of the following members:

Alex Gelman
Jennifer Groce
Tom Wroblewski

Qualification submittals were distributed to committee members on Monday, October 13, 2014. Members independently read and reviewed the qualifications. The committee then met to review and discuss the firms in a meeting on Tuesday, October 21, 2014.

Following is the committee's recommendation:

- 1) Knight E/A, Chicago, IL + Studio UrbanGreen, Healdsburg, CA – Knight E/A is a local architectural firm located within 45 miles of our DeKalb campus. On this project Knight will partner with UrbanGreen for the urban design; both firms have demonstrated experience in planning for higher education, private and municipal clients. Recent relevant projects include Northern Illinois University, A Campus RE:Envisioned, Douglas Demolition and Lucinda Ave. Extension, Jackson State University Urban Design Master Plan, and Calgary, AB, Currie Barracks Master Plan. These projects demonstrate expertise in higher education and municipal work. This team developed the original concept plan for the University. They are intimately familiar with the concepts in A Campus RE:Envisioned and they will be able to hit the ground running on the Framework Plan. Their experience and projects, coupled with knowledge of campus, were the deciding factors for this firm's selection as our first priority.
- 2) Cannon Design, Chicago, IL - A large national firm of architects, planners and engineers with a 200 person Chicago office. Their experience in higher education and municipal urban master planning projects includes the following recent relevant projects: University of Texas Brownsville, Malcolm X College, Chicago, Art Institute of Chicago, Urban Renewal Brownsville. They included an anticipated

Learning Today, Leading Tomorrow

Northern Illinois University is an Equal Opportunity/Affirmative Action Institution.

Exhibit 76

timeline schedule of our project showing how they would complete the project on time as requested in the RFQ. Cannon Design was selected as our second priority.

- 3) Solomon Cordwell Buenz (SCB), Chicago, IL is listed as the third priority. This firm also has a depth of experience in campus and urban planning. They clearly studied the Bold Futures and A Campus RE:Envisioned and reflected those ideas within their Statement of Approach. SCB is familiar with our campus and our residence halls; though it has been many years they were the architect of record for the renovation of Stevenson Towers. They propose to team with an outstanding local landscape architect, Hitchcock Design Group. Hitchcock worked with City of DeKalb on the Downtown Revitalization Plan.
- 4) Machado and Silvetti Associates, Boston, MA. + Farnsworth Group, Peoria, IL - This is a very well established and nationally known architectural design and planning firm. They also have a depth of experience in higher education master planning work. Their experience at Arizona State University, Rice University and Princeton University demonstrates their experience in master planning on campuses. We have selected them as our fourth priority.

This recommendation is sent for your review and concurrence or approval. The committee remains available for further deliberation and/or review work if you deem it necessary or appropriate. If you would like, we can also meet with you to further discuss our recommendations. Upon your review and approval/concurrence, a copy of this correspondence will be sent to NIU Procurement Services, indicating the final priority list.

Procurement Services will post the award on the Illinois Procurement Bulletin once we have completed the Professional Services Agreement with the firm ultimately selected as the first priority.

TLW

Thomas Wroblewski - Campus Core Framework Plan

From: Dori Hooker
To: Bill Nicklas; Thomas Wroblewski
Date: 10/28/2014 9:09 AM
Subject: Campus Core Framework Plan
Attachments: 2014_10_28_09_07_58.pdf

Bill/Tom:

If Doug hasn't responded on this, he is ok with the recommendation. He would like to encourage you to negotiate with all three firms, coordinate the work and stay in budget.

Thanks,
Dori

Dori Hooker
Executive Assistant
Office of the President
Northern Illinois University
(815) 753-9501
dorih@niu.edu



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.

511 Johnson Street
Healdsburg, CA
95448

PO Box 29627
San Francisco, CA
94129

T: 415 218 6709
F: 707 395 0792
www.urbangreen.net



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.

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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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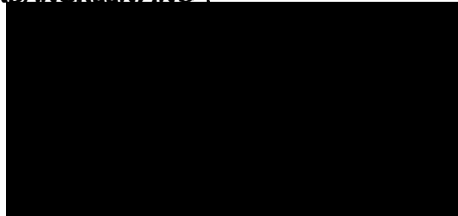
18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the effective date.
19. Exhibits. The exhibits to this Agreement are incorporated 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 Phelone
Its: President/CEO
Date: JANUARY 8, 2014

URBANGREEN, INC.



By: James Heid, Jr.
Its: President

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95448

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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 24th. 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

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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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INVOICE

Client: NIU Foundation
Altgeld Hall 135
DeKalb, IL 60115

NIU Master Plan Workshop

c/o Bill Nicklas, VP Public Safety and Community Relations

bnicklas@niu.edu

Invoice No. 1401

Service Dates. December 1 - January 26

Fees

J Heid, UrbanGreen	76.4 ³	hours	@	\$225.00	per hour	\$17,196.75
J Huda, Urbanistics	52.0	hours	@	\$225.00	per hour	\$11,700.00
M Cannon, Urbanistics	66.0	hours	@	\$180.00	per hour	\$11,880.00
T Foegler, Consultant	22.0	hours	@	\$225.00	per hour	\$4,950.00
J Kingsbury, GreenStreet Ltd	19.0	hours	@	\$225.00	per hour	\$4,275.00
						<u>\$50,001.75</u>

TOTAL DUE THIS INVOICE

\$50,000.00

Due in Full: Upon Receipt

Remit to: UrbanGreen, Inc
511 Johnson Street
Healdsburg, CA 95448

Approved: 

Tax ID:

LA - Emailed to
Team during
shut-down -

SUMMARY OF HOURS EXPENDED BY PARTICIPANT

Jim Heid

1-Dec	2.00	Next steps proposal and collaborator coordination emails
9-Dec	1.00	Draft agenda for January work session
16-Dec	1.25	Review background files, sort for Kingsbury/ Foegler, f/u questions
19-Dec	1.00	Team and client coordination, scope refinement, materials issued
8-Jan	3.00	Coordination call with Kingsbury, Cannon. Coordination with Nicklas on contract, Foegler on schedule
8-Jan	1.00	Background document review and distillation. Contract and agenda coordination
9-Jan	2.50	Itinerary finalization, workshop agenda, background review, calls Foegler, Walters
10-Jan	1.50	Coordinating emails and follow up with team
12-Jan	3.18	Briefing book preparation, document review, workshop coordination issue materials
17-Jan	2.00	Follow up coordination and briefing book update
19-Jan	2.00	Travel and prep/ orientation
20-Jan	8.00	Site touring, base map review, orientation and kick off
21-Jan	12.00	Meet with facilities, meet with WBK, CGS. Develop concepts
22-Jan	12.00	Prepare draft presentation and concepts for testing
23-Jan	14.00	Final presentation preparation and concept refinement
24-Jan	8.00	Finalize presentation and deliver
26-Jan	2.00	Next steps memo and follow up actions with team
	76.43	

Joe Hruda

20-Jan	8	Site tour and orientation
21-Jan	12	Facilities group meeting, site exploration
22-Jan	12	Refine concepts and draft concepts to Stakeholders and students
23-Jan	14	Final presentation preparation
24-Jan	6	Final presentation and delivery
	52	

Michael Cannon

14-Jan	4	Base map development and document review
16-Jan	6	Project studies and pre-workshop concept development
17-Jan	4	Project studies and pre-workshop concept development
20-Jan	8	Site tour and orientation
21-Jan	12	Facilities group meeting, site exploration
22-Jan	12	Refine concepts and draft concepts to Stakeholders and students
23-Jan	14	Final presentation preparation
24-Jan	6	Final presentation and delivery
	66	

Terry Foegler

22-Jan	8	Site tour and orientation
23-Jan	8	Meetings with City staff, U Villages research, final presentation preparation
24-Jan	6	Final presentation and delivery
	22	

Jeff Kingsbury

16-Jan	3	Background research
22-Jan	2	Student review participation
23-Jan	8	Meetings with City staff, U Villages research, final presentation preparation
24-Jan	6	Final presentation and delivery
	19	

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INVOICE

NIU Foundation
Altgeld Hall 135
DeKalb, IL 60115

NIU Master Plan Workshop

Bill Nicklas, VP Public Safety and Community Relations fnicklas@niu.edu

1401E - Expenses

December 1 - January 26

Travel Expenses for NIU Charrette January 19-24

UrbanGreen (see detail)	\$810.87	
Civitas (see detail)	\$1,752.23	
Greenstreet (see detail)	\$283.36	
T Foegler (see detail)	\$328.00	
Sub-total	\$3,174.46	
10% administrative handling	\$ 317.45	
TOTAL EXPENSES DUE THIS INVOICE		\$3,174.46

Upon Receipt

UrbanGreen, Inc
511 Johnson Street
Healdsburg, CA 95448

Approved: _____

Tax ID: _____

Airfare	\$450.00	
Meals	\$56.33	Team breakfast Monday- Lincoln Inn
Meals	\$26.62	Team lunch Monday - Starbucks
Meals	\$89.80	Team dinner Wednesday - Tapaluna
Meals	\$36.45	Team Thursday night - Pizza delivery
Meals	\$10.80	Jim Dinner Friday - Airport
Printing	\$43.87	Briefing book
Cab to SFO	\$49.00	
Cab from SFO	\$48.00	
	<hr/>	
	\$810.87	



29 January 2014

Mr. James Heid
Founder
UrbanGreen®
P.O. Box 29627
San Francisco, California 94129

Invoice: 14-NIU-1

El

Statement of Professional Services

Background review of relevant material made available to consultant team, and preparation of highlights related to economic potential of campus setting; participation in January 22-24, 2014 onsite work session, including final presentation preparation and delivery to client and their stakeholders; review and comment on any summary documents emerging from work session.

REIMBURSABLE EXPENSES:	\$283.36 (506 miles from/to Indianapolis, IN to DeKalb, IL @ \$0.56 per mile)
TOTAL NOW DUE:	\$283.36

Please remit payment to:

Jeff Kingsbury
GREENSTREET LTD.
One North Meridian Street
Suite 902
Indianapolis, Indiana 46204

THANK YOU

Terry Foegler Consulting Services

January 31, 2014

Invoice for professional services rendered for the Northern Illinois
University/DeKalb Planning Assessment:

January 2014

Reimbursements:

Flight for DeKalb visit:	\$328.00
--------------------------	-----------------

TOTAL PAYMENT DUE:	\$328.00
---------------------------	-----------------



February 5, 2014

Invoice No. 2615r b

Urban Green
511 Johnson Street
Healdsburg, CA 95448

Attention: Mr. Jim Heid

Project Name: Northern Illinois University

Project Number: 201401

Re: Professional services performed in our Vancouver offices as per your instructions.

Disbursements: (Not available at time of billing - balance will be billed
on receipt of suppliers' invoices.)

Airfare (J. Hruda: January 19-24 th trip)	\$746.07
Airfare (M. Cannon: January 19-24 th trip)	395.95
In-House Printing	267.06
Baggage fees for workshop materials	120.00
Meals	98.02
Taxis	96.06
Graphic Supplies	29.07

TOTAL DISBURSEMENTS	\$1,752.23 USD
----------------------------	-----------------------

TOTAL INVOICING	\$1,752.23 USD
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PAYMENT DUE:	\$1,752.23 USD
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Joseph C.V. Hruda, MAIBC
President

Invoice Terms: Due on Receipt. Interest charges will be calculated at 1.5 per cent
per month on outstanding balances.

GST Registration Number: R105990865

PAYMENT: Please make your cheque payable to CIVITAS Urban Design & Planning.

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INVOICE

Client: NIU Foundation
Altgeld Hall 135
DeKalb, IL 60115

NIU Master Plan Follow On Pro

c/o Bill Nicklas, VP Public Safety and Community Relations

fnicklas@niu.edu

Invoice No. 1407

Service Dates. February 1-March 4

Fees	Fee	%complete	Due this Invoice
Executive Summary Brochure	\$8,000.00	100%	\$8,000.00
Master Plan Rendering	\$4,000.00	100%	\$4,000.00
Illustratives	\$6,000.00	100%	\$6,000.00
Sub-total Fees			\$18,000.00
		Admin Fee	
Printing	\$47.31	\$4.73	\$52.04
Shipping	\$68.71	\$6.87	\$75.58
TOTAL DUE THIS INVOICE			\$18,127.62

Due in Full: Upon Receipt

Remit to: UrbanGreen, Inc
511 Johnson Street
Healdsburg, CA 95448

Approved:

Tax ID:



INVOICE

Client: NIU Foundation
Altgeld Hall 135
DeKalb, IL 60115

Next Steps Charrette
TASK ORDER 3

c/o Bill Nicklas, VP Public Safety and Community Relations

fnicklas@niu.edu

Invoice No. 1420

Service Dates. March 5- April 30

Fees	Lump sum per Task Order D	\$20,115.00	100%	\$20,115.00
	<i>Includes time for J Heid (40 hours), J Hrudá (28 hours), M Cannon (34 hours)</i>			
	Sub-total Fees			\$20,115.00
Expenses	To be billed on separate invoice			
	TOTAL DUE THIS INVOICE			\$20,115.00

Due in Full: Upon Receipt

Remit to: UrbanGreen, Inc.
511 Johnson Street
Healdsburg, CA 95448



Approved:

Tax ID:



INVOICE

Client: NIJ Foundation
Altgeld Hall 135
DeKalb, IL 60115

Project Name Summer Projects
Review and Coordination
Project Number UG 408

c/o Bill Nicklas, VP Public Safety and Community Relations

fnicklas@niu.edu

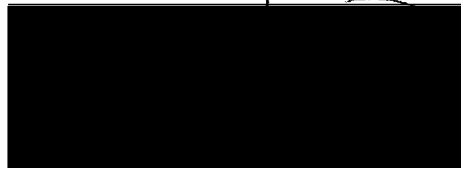
Invoice No. 1438

Service Dates. June 1-30

Fees	Hours	Hourly Rate	
Review and coordination for summer projects during June including multiple project segments review of CCA concepts, webex. Coordinate AECOM interface with Lucinda Extension	7.50	\$225.00	\$1,687.50
TOTAL DUE THIS INVOICE			\$1,687.50

Due in Full: Upon Receipt

Remit to: UrbanGreen, Inc
511 Johnson Street
Healdsburg, CA 95448



Approved:

Tax ID:



INVOICE

Client: NIU Foundation
Altgeld Hall 135
DeKalb, IL 60115

Project Name Summer Projects
Review and Coordination
Project Number UG 408

c/o Bill Nicklas, VP Public Safety and Community Relations

fnicklas@niu.edu

Invoice No. 1433

Service Dates. May 1-31

Fees	Hours	Hourly Rate	
Review and coordination for summer projects during May including CCA proposal review, Sightlines introduction and coordination, Holmes strategy	5.00	\$225.00	\$1,125.00
TOTAL DUE THIS INVOICE			\$1,125.00

Due in Full: Upon Receipt

Remit to: UrbanGreen, Inc
511 Johnson Street
Healdsburg, CA 95448

Approved:

Tax ID:



INVOICE

NIU Foundation
Altgeld Hall 135
DeKalb, IL 60115

NIU Master Plan Workshop

Bill Nicklas, VP Public Safety and Community Relations fnicklas@niu.edu


1420E - Expenses

April 20-25

Travel Expenses for NIU Next Steps work session Charrette April 22-25	
UrbanGreen (see detail)	\$976.15
Civitas (see detail)	\$2,721.08
Sub-total	\$3,697.23
10% administrative handling	\$ 369.72
TOTAL EXPENSES DUE THIS INVOICE	\$3,697.23

Upon Receipt

UrbanGreen, Inc
511 Johnson Street
Healdsburg, CA 95448

Approved: 

Tax ID: 

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

NORTHERN ILLINOIS UNIVERSITY FOUNDATION
DEKALB, ILLINOIS 62521-3822

CHECK NUMBER
158228

DATE
02/03/2014

\$50000.00

PAY THIS AMOUNT
*****\$50000.00

VOID OVER \$50000.00

AMOUNTS UP TO \$2499.99 REQUIRE ONE SIGNATURE
AMOUNTS \$2500 up to \$24999.99 REQUIRE TWO, WITH ONE LIVE
AMOUNTS \$2500 and GREATER REQUIRE TWO LIVE SIGNATURES


TO THE ORDER OF
URBANGREEN INC
511 JOHNSON ST
HEALDSBURG, CA 95448

010711706

RECEIVED

Exhibit 37

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

 **NORTHERN ILLINOIS UNIVERSITY FOUNDATION**
DEPT. OF GIVING
601 S. MICHIGAN AVE.
CHICAGO, IL 60605-4000

Cash Bank N.A.
DeKalb, IL 60115

CHECK NUMBER
158417

DATE
02/24/2014

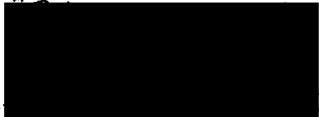
PAY THIS AMOUNT
*****\$3174.46


\$3174.46

VOID OVER \$3174.46

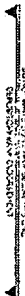
AMOUNTS up to \$499.99 REQUIRE ONE SIGNATURE
AMOUNTS \$500 up to \$4999.99 REQUIRE TWO, WITH ONE LIVE
AMOUNTS \$5000 and GREATER REQUIRE TWO LIVE SIGNATURES

TO THE ORDER OF
**URBANGREEN INC
511 JOHNSON ST
HEALDSBURG, CA 95448**





010711517

 UNIVERSITY OF ILLINOIS
FUNDING ACCOUNT
FUND 1000-0000-0000-0000



 REMARKS

Exhibit 37

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

 **NORTHERN ILLINOIS UNIVERSITY FOUNDATION**
CHICAGO, ILLINOIS 60612

Cheque Bank N.A.
Joliet, IL 60431

CHECK NUMBER
158641

DATE
03/13/2014

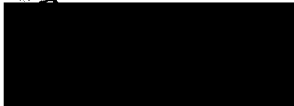

PAY THIS AMOUNT
*****\$18127.62

\$18127.62

VOID OVER \$18127.62

AMOUNTS up to \$2499.99 REQUIRE ONE SIGNATURE
AMOUNTS \$2500 up to \$24999.99 REQUIRE TWO, WITH ONE LIVE
AMOUNTS \$25000 and GREATER REQUIRE TWO LIVE SIGNATURES

TO THE ORDER OF
**URBANGREEN INC
511 JOHNSON ST
HEALDSBURG, CA 95448**

010711293

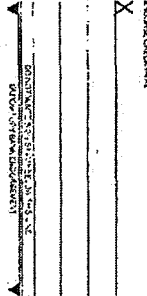


Exhibit 37


Seq: 132
Batch: 178561
Date: 05/31/14

010710459

Seq:00132 05/31/14
SAL:178541 CC:3189000110
WT:01 LTPS:Los Angeles
BC:Healdsburg BC CA1-122

Credited To The Account Of
The Within Named Payee
Endorsement Guaranteed
Bank of America, N.A.
36-82 1st Ave. New York, N.Y.
10018-1599

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

 **NORTHERN ILLINOIS UNIVERSITY FOUNDATION**
DEPT. OF TREASURY, 60115-2882

CHECK NUMBER: 160118
DATE: 07/18/2014

PAY THIS AMOUNT
*****\$1687.50

\$1687.50

VOID OVER \$1687.50

AMOUNTS up to \$249.99 REQUIRE ONE SIGNATURE
AMOUNTS \$250.00 to \$2,999.99 REQUIRE TWO, WITH ONE LIVE
AMOUNTS \$3,000 and GREATER REQUIRE TWO LIVE SIGNATURES

TO THE ORDER OF: **URBANGREEN INC**
511 JOHNSON ST
HEALDSBURG, CA 95448


[Redacted Signature]

[Redacted Address]

010709804

X

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

 **NORTHERN ILLINOIS UNIVERSITY FOUNDATION**
Chicago, Illinois 60611-1444

Circle Bank N.A.
Chicago, IL 60611

CHECK NUMBER
160392

DATE
08/19/2014

PAY THIS AMOUNT
*****\$4822.23

\$4822.23

VOID OVER \$4822.23

AMOUNTS up to \$1999.99 REQUIRE ONE SIGNATURE
AMOUNTS \$2000 up to \$2999.99 REQUIRE TWO, WITH ONE LIVE
AMOUNTS \$3000 and GREATER REQUIRE TWO LIVE SIGNATURES

TO THE
ORDER OF
URBANGREEN INC
511 JOHNSON ST
HEALDSBURG, CA 95448

[REDACTED]

[REDACTED]

010709530

X

Exhibit 37