

University of Illinois
CAPITAL CONSTRUCTION AND PROFESSIONAL SERVICES CONSULTANT AGREEMENTS/AMENDMENTS
SIGNATURE ROUTING SHEET

A. Contracts over the Procurement Policy Board limits must be posted to the IPHE Procurement Bulletin and waived by the PPB prior to execution. The attached contract was waived by PPB on 01/17/12 and verified by MJM
 (Link to PPB limits <http://www.procure.stateuniv.state.il.us>)

B. Banner CFOAPAL(S): C/F _____ O _____ A _____ P _____ A _____ L _____
 Contract #: 318950 C/F _____ O _____ A _____ P _____ A _____ L _____
 Encumbrance #: ED013088 C/F 1-302704 O 876000 A 177312 P 876009 A _____ L _____

C. SUBJECT: Two (2) originals of the Agreement, Two (2) originals of the Amendments, Two (2) originals of Performance Bond and Payment Bond and Two (2) Certificates of Insurance between Affiliated Engineers, Inc. and the Board of Trustees of the University of Illinois for the Abbott Power Plant – Utilities Production & Distribution Master Plan (U11045) in the amount of \$1,286,903.

D. REQUIRED CAMPUS APPROVALS:

UIC:

(1) Director, Project Manager Services
 Initial _____ Date _____

(2) Associate Director, Admin & Financial Svcs
 Initial _____ Date _____

(3) Executive Dir Facilities Mgmt & Capital Programs
 (Up to \$250,000 construction contract, \$25,000 PSC Contract)
 Initial _____ Date _____

(4) Vice Chancellor, Administrative Services
 Initial _____ Date _____
 (Up to \$500,000 construction contract, \$150,000 PSC contract)

UIS:

(1) Director of Construction, F&S
 Initial _____ Date _____

(2) Associate Chancellor for Administration
 (Up to \$250,000 construction contract, \$25,000 PSC Contract)
 Initial _____ Date _____

(3) Financial Manager F&S
 Signed: _____ Date: _____

UIUC:

(1) Director, Construction Management F&S
 Initial _____ Date _____ or _____
 (Up to \$250,000 construction contract)

(1) Director, Planning F&S
 Initial _____ Date _____
 (Up to \$25,000 PSC Contract)

(2) Executive Director F&S
 Initial JSM Date 2/3/12
 (Up to \$500,000 construction contract, \$150,000 PSC contract)

(3) Financial Manager F&S
 Signed: SK Date: 2/3/12

E. REQUIRED UNIVERSITY APPROVALS (if required by University policy or due to non-boilerplate contract)

(1) Board of Trustees
 Date _____ Not applicable _____

(2) Senior Associate Vice President of Business & Finance
 Initial _____ Date: _____

(3) University Legal Counsel
 Initial JAL Date: 2/6/12

F. MANDATORY BINDING SIGNATURES:

(1) Delegated signature for Comptroller
 Initial MAS Date: 2/6/12

If contract is \$250,000 or more, these signatures are required

(2) Delegated Signature for Chief Legal Officer
 Initial JAL Date: 2/11/12

(3) Delegated signature for President
 Initial: MAS Date: 2/16/12

An original, fully-executed contract; certificate of insurance, performance bond and payment bond for construction contracts and professional liability insurance for professional agreements must be provided to the OBFS Contracts Processing Office (178 HAB) within 7 calendar days of the date of the last binding signature

G. RETURN CONTRACT, BONDS, INSURANCE, AMENDMENT TO:

Campus Construction Unit
 Name: _____

COMMENTS: _____

RECEIVED

FEB 16 2012

BUSINESS AND FINANCIAL SERVICES

RECEIVED

FEB 16 2012

UNIVERSITY COUNSEL

This form may not be altered without the consent of the Office of Capital Programs and Real Estate Services (rev 9-16-11)

OWNER/PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Utilities Production & Distribution Master Plan (U11045)

UNIVERSITY OF ILLINOIS

THIS AGREEMENT, made and entered into in the City of Urbana, State of Illinois, as of the date of the last signature of the parties hereto, by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois, hereinafter referred to as "Owner," and

Affiliated Engineers, Inc.
701 Devonshire Dr. Building C Suite 209
Champaign, IL 61820

a(n) Corporation existing under the laws of the State of Wisconsin, hereinafter referred to as "Professional Services Consultant" whose registered agent in Illinois is

Paul Petska
10 S. La Salle Street Suite 2700
Chicago, IL 60603

WITNESSETH:

WHEREAS, the Owner desires the Professional Services Consultant to provide professional services in connection with the Utilities Production & Distribution Master Plan ("Project") at the Urbana-Champaign campus of the University of Illinois, and

WHEREAS, the Project is to be developed with a Total Project Budget of \$1,286,903, which shall include professional fees and reimbursable expenses.

WHEREAS, the project scope shall be defined as follows: The Illinois Climate Action Plan (iCAP) completed in 2010 identifies several goals related to energy production and distribution on the University of Illinois at Urbana-Champaign campus. The Professional Services Consultant shall perform a study that will be interactive with the sustainability goals in the iCAP with strategic planning for the execution of phased projects to safely and reliably meet the current and future campus energy needs and develop a comprehensive utility master plan for the utility production and distribution systems for the University of Illinois at Urbana-Champaign campus, and

WHEREAS, the Professional Services Consultant will examine factors including safety, system reliability, environmental impacts, environmental permit requirements, cost, budget constraints, pending/likely changes in legislation and regulations related to energy utilities, fuel costs, industry trends, innovative technologies, and input from the campus community as it relates to sustainability, and

WHEREAS, the Professional Services Consultant will complete a comprehensive infrastructure evaluation of all existing energy production and distribution systems on campus, including Abbott Power Plant, the Chilled Water Plants, the electrical distribution system, the steam distribution system, the chilled water distribution system, the natural gas distribution system, the fuel oil distribution system, and the compressed air distribution system, and

WHEREAS, the Professional Services Consultant will create computerized energy models, evaluate system capacity, perform condition assessments, and make recommendations for system enhancements and efficiency improvements, perform code and life safety analyses, perform an infrastructure risk management and reliability analysis, and perform a utility business model analysis, and

WHEREAS, The Professional Services Consultant will perform an energy systems load analysis with potential growth scenarios, develop energy supply and distribution options, including alternative fuel options, which safely and reliably meet current and future campus energy needs in the most efficient and cost-effective manner, be interactive with iCAP such that the final utility production and distribution master plan is in alignment with the revised version of iCAP, through recommended revisions from findings of this master plan effort, and

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WHEREAS, The Professional Services Consultant shall work with University representatives to forge a communication plan to seek input from and build consensus among all stakeholders in support of the master plan recommendations, and

WHEREAS, The Professional Services Consultant will develop a comprehensive master plan for utility production and distribution systems on campus, and develop an implementation strategy plan, and prepare timelines and probable cost estimates for implementation.

NOW, THEREFORE, the Owner and the Professional Services Consultant for the consideration hereinafter named and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

A. PROFESSIONAL SERVICES

The Professional Services Consultant shall provide professional services consisting of Two (2) phases. Each phase shall be reviewed by the Owner and approved in writing prior to commencement by the Professional Services Consultant of the subsequent phase. The Owner's approval of the Professional Services Consultant's services contemplated herein shall not be for the purpose of determining the accuracy, adequacy, completeness or coordination of the Professional Services Consultant's design drawings or specifications and shall not alter the Professional Services Consultant's responsibilities and obligations hereunder with respect to such documents. Without limitation of any provision of this Agreement, the Professional Services Consultant and any subconsultants shall perform all services under this Agreement, from the inception of this Agreement until the Project has been fully completed, with a high degree of care and diligence and in a professional, skillful, and competent manner in accordance with the professional standards of major architectural and engineering firms engaged in the design, engineering, and construction administration of projects of comparable size and complexity, and in strict accordance with all applicable laws, codes, Owners campus facilities standards and industry standards. Neither the review nor the approval of the work or services of the Professional Services Consultant or of any subconsultants performed in connection with the Project by any person or body, including, but not limited to, the Owner, shall relieve the Professional Services Consultant or any subconsultants from their duty to utilize and comply with the above-referenced standard of professional care in the performance of their duties hereunder. The Professional Services Consultant shall furnish efficient business administration and supervision of the Professional Services Consultant's staff and subconsultants and shall perform the services in the most expeditious and economical manner consistent with the standards set forth in this Agreement.

BASIC SERVICES

SUPPLEMENTAL SERVICES

1. CONCEPTUALIZATION PHASE

- a. The Professional Services Consultant shall review with the Owner's designated personnel the Owner's current program needs, Project budget, and anticipated Project schedule.
- b. The Professional Services Consultant shall conduct a master planning effort that shall include but not be limited to; an existing infrastructure analysis, an energy systems load analysis, an energy supply and distribution options analysis, and recommended implementation strategy plans. The primary focus of the master plan will be how to safely and reliably meet current and future campus energy needs in the most efficient and cost-effective manner, and be interactive with iCAP such that the final utility master plan is in alignment with the revised version of iCAP, as updated to include findings from this master plan effort.
- c. Existing Infrastructure Analysis: The Professional Services Consultant shall perform a comprehensive analysis and condition assessment of existing infrastructure, including all energy production and distribution systems on campus.

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1. The Professional Services Consultant shall perform a thorough analysis and high level condition assessment of the existing energy production facilities including Abbott Power Plant and the Chilled Water Plants on campus including the Oak Street Chiller Plant, North Campus Chiller Plant, Chemical & Life Science Chiller Plant, Animal Sciences Air Conditioning Center, Library Air Conditioning Center, T.E.S. Pump House and the Veterinary Medicine Chiller Plant. The analysis shall include a review and update of any previous condition assessments completed for the facilities and a code and life safety analysis for each facility. The infrastructure analysis shall include a fitness for service report on existing equipment and piping systems within the energy production facilities. Frequency of future inspections shall be clearly defined.
2. The Professional Services Consultant shall perform a thorough analysis of the existing electrical distribution system on campus. Information obtained from the 2011 138Kv electrical service study completed by Stanley Consultants shall be utilized. The Professional Services Consultant shall provide a current condition assessment of this system, including a review and update of any previous condition assessments completed for this system and a code and life safety analysis for the system infrastructure.
3. The Professional Services Consultant shall perform a thorough analysis of the existing steam distribution piping and tunnel system throughout campus. The Professional Services Consultant shall create a computerized energy flow model which includes identification of system restrictions, capacity evaluation, and recommendations for system enhancements and efficiency improvements. This model will be utilized for input to various energy production options. Modeling software used shall be mutually agreed upon, with the final decision on software made by the Owner. Information obtained from the 2010 Black & Veatch study and from the 2011 Stanley Consultants Walkable Steam Tunnel Ventilation Master Plan report shall be utilized and updated as appropriate for inclusion in the Utilities Production and Distribution Master Plan. The Professional Services Consultant shall perform a condition assessment using non-destructive inspection techniques of a representative sample of campus steam and condensate piping. The Professional Services Consultant shall include a code and life safety analysis for the steam tunnels and for the valve vaults associated with the direct buried pipe and shallow tunnels.
4. The Professional Services Consultant shall perform a thorough analysis and condition assessment of the existing UI natural gas piping distribution system throughout campus, including the transmission pipeline that exists between the Abbott Power Plant and the Kinder Morgan pipeline north of Monticello, IL, the existing chilled water distribution system throughout campus, the existing fuel oil distribution system from the oil storage tanks to the Abbott Power Plant and the existing compressed air distribution system throughout campus. The Professional Services Consultant shall create a computerized energy flow model which includes identification of system restrictions, capacity evaluation, and recommendations for system enhancements and efficiency improvements for each system. This model will be utilized for input to various energy production options. Modeling software used shall be mutually agreed upon, with the final decision on software made by the Owner.
5. The Professional Services Consultant shall perform a thorough analysis and condition assessment of the existing water supply and waste water systems as they relate to energy production facilities. This analysis shall include make-up and effluent water as a result of energy production and is not intended to include domestic water piping.

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- d. The Professional Services Consultant shall perform an assessment of infrastructure risk management and reliability.
 1. The Professional Services Consultant shall complete a continuity of business analysis, identify stakeholders, determine the necessary measures to be taken to ensure uninterrupted service to end users, and identify the risks associated with continued operation in the present configuration.
 2. The Professional Services Consultant shall perform an energy source risk analysis and identify the risks associated with various forms of alternative energy fuel sources that may be available for use on this campus.
 3. The Professional Services Consultant shall include a review of the goals set forth in the Illinois Climate Action Plan (iCAP) and what impact these goals have on risk.
 4. The Professional Services Consultant shall perform an energy price risk analysis, evaluate past and projected trends for the cost of each energy source identified for potential use, and determine the impact these cost projections have on risk.
 5. The Professional Services Consultant shall compare the University to applicable industry standards for energy providers, describe how existing conditions measure up to industry standards for utility providers, and analyze the impact this has on risk to the University.
 6. The Professional Services Consultant shall examine the impact regulatory agencies may have on the use of current infrastructure to provide energy, on currently used and proposed alternative energy sources, and on the goals of iCAP.
 7. The Professional Services Consultant shall explore the feasibility and regulatory permitting aspects of a Central Emergency Power Production and Distribution system to serve the campus.
- e. The Professional Services Consultant shall perform a Utility Business Model Analysis.
 1. The Professional Services Consultant shall evaluate the current personnel and their qualifications and compare them to what will be needed to support the recommendations of this study, determine the levels of training required for personnel to remain competent, and identify new levels of expertise that may be required to support the recommendations of this study.
 2. The Professional Services Consultant shall evaluate the configuration that would allow the University to cease production and begin to purchase energy to meet demands, consider the impact on operations for a scenario where Abbott Power Plant becomes an independent energy provider, and evaluate a third party outsource operation of utility production and distribution systems.
 3. The Professional Services Consultant shall develop a budgeting and financing model required to support the recommendations of this study, in addition to a Capital Improvement Financing model for major capital projects required to support the recommendations of this study.
- f. Energy Systems Load Analysis: The Professional Services Consultant shall perform a study that considers future campus loads for energy systems, including steam, electricity, chilled water, water, and natural gas.
 1. The Professional Services Consultant shall perform a study that considers campus growth for the next 35 years. The study shall reflect the commitments of iCAP and at the same time observe the growth depicted in the Campus Master Plan. The base case for the study will consider a net zero growth scenario, a

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- medium growth scenario will be based on 75,000 GSF/year growth rate, and a high load growth scenario will be based on 150,000 GSF/year growth rate.
2. The Professional Services Consultant shall perform a sensitivity analysis based on the above projected growth rates, identify 'tipping points', and determine when new assets shall be constructed to meet projected energy demand associated with each scenario.
 3. The Professional Services Consultant shall evaluate the construction of new data centers, and identify the impact one or more new data centers will have on the planning for energy production, import and distribution.
- g. Energy Supply/Distribution Options Analysis: The Professional Services Consultant shall perform a comprehensive analysis of energy supply and distribution options for the campus. The comprehensive analysis shall account for current and future campus energy needs, and will consider factors such as safety, system reliability, environmental permitting impacts, cost, budget constraints, pending/likely changes in legislation and regulations related to energy utilities, fuel costs, industry trends, innovative technologies, and sustainability goals. For each option, the Professional Services Consultant shall include an analysis of all relevant factors, including the impact on risk management, reliability, regulatory requirements, the utility business model, and computerized energy distribution models with various growth scenarios identified in the Energy Systems Load Analysis.
1. The Professional Services Consultant shall work with Owner's representatives in forging a communication planning and message development initiative that will support the Owner in seeking input, building consensus, unifying positive public opinion, and promoting an environmentally responsible campus image. The Professional Services Consultant shall work with the Owner's representatives to identify all stakeholders, shall conduct a minimum of three open forum public meetings, and shall develop and monitor a website to share information and receive public input via the website. This input shall be documented and presented for discussion with the Owner at monthly meetings.
 2. The Professional Services Consultant shall evaluate coal options, including but not limited to those identified.
 3. The Professional Services Consultant shall evaluate local solid fuel options, including refuse derived fuel, urban wood waste fuel, energy crop fuel, forestry biomass fuel, liquid biomass-derived fuel, biomass of opportunity fuel, and algae as a fuel source.
 4. The Professional Services Consultant shall analyze all natural gas options, including present options for a redundant supply of natural gas as backup for the existing natural gas transmission line routed to Monticello, IL; a potential gasification plant – possibly located along the right of way for the existing natural gas transmission line; and potential micro turbines at individual buildings or a macro turbine at the Plant. The evaluation of turbines shall include consideration of the implications of increased natural gas use at campus buildings and the configuration of the distribution infrastructure to meet those needs; consideration of micro turbine options including Packaged Cogeneration Units (PCU); consideration of cost, factoring in the replacement of distribution piping; and consideration of the impact of a macro turbine on the existing plant infrastructure and distribution network. The evaluation of natural gas options shall include a price risk management analysis.
 5. The Professional Services Consultant shall evaluate fuel oil options, including biodiesel fuel, and shall include a price risk management analysis.

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6. The Professional Services Consultant shall analyze electrical supply options, including entering into wind electrical purchase contracts, constructing a second electrical production facility, utilizing photovoltaic technology, and configuring a second high voltage supply. The 138kV study results shall be utilized and further developed as required.
 7. The Professional Services Consultant shall study thermal/steam energy supply options, including a second steam plant facility (1. emergency or peak use plant, 2. auxiliary plant for heating only, 3. new main plant with Abbott relegated to backup, and 4. connections strategically placed within the distribution system for temporary or emergency steam boilers), distributed thermal storage (heating), central thermal storage (heating), distributed geo-thermal heat pump energy recovery (cooling and heating), steam to hot water conversion (including the necessary changes to optimize production and campus distribution infrastructure), and potential opportunities to utilize low grade heat from Abbott Power Plant, Chilled Water Plants and other sources.
 8. The Professional Services Consultant shall evaluate the potential for a central hot water distribution system that utilizes heat recovery chillers and heat pumps with or without a geothermal loop.
 9. The Professional Services Consultant shall analyze water supply and waste water requirements associated with energy production (make-up and effluent), assess the demand for various alternatives, and identify the associated costs with escalation.
 10. At a minimum, the Professional Services Consultant shall identify three recommended scenarios and compare these to the current baseline scenario. At least one of the recommended scenarios shall meet the goals established in iCAP, and the others may be variations that will provide alternate solutions to the overall sustainability goals outlined in iCAP. Scenarios shall include the alternative fuels recommended to replace coal and the impacts of these fuel sources on existing equipment, existing air and wastewater operating permits, infrastructure and delivery mechanisms. Recommended scenarios should include optimized combinations of options analyses. The Professional Services Consultant shall identify production and distribution improvements to increase efficiency, and provide recommendations from this master plan for the next update to iCAP, scheduled for 2012.
- h. Recommended Implementation Strategy Plans – Master Plan: The Professional Services Consultant shall provide a comprehensive utilities production and distribution master plan, which includes all construction projects required for implementation of the master plan, along with their associated timelines and cost estimates.
1. The Professional Services Consultant shall identify implementation in terms of construction projects necessary to meet the load requirements.
 2. The Professional Services Consultant shall identify configuration changes and infrastructure that will be necessary, at what time, and at what cost, for any alternative energy fuel sources recommended.
 3. The Professional Services Consultant shall provide a clear schedule and timeline for project implementation.
 4. The Professional Services Consultant shall provide an opinion of probable construction cost of projects identified for planning purposes. Budget figures shall be incorporated into final comprehensive master plan documentation.

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- i. Presentation: The Professional Services Consultant shall conduct a presentation of the draft master plan documentation to Owner's representatives. Copies of the draft master plan documents will be furnished to the appropriate individuals for review and comment.
- j. Complete final documents: The Professional Services Consultant will respond to the Owner's comments and questions resulting from a final review of the completed report and incorporate any appropriate information into the final documentation form. The final master plan shall include updates for all modeling, analyses, and cost information, and shall include the most current version of each option. Final master plan documents will be printed and distributed to the Owner. An electronic copy will also be distributed to the Owner.
- k. Owner review and approval: The Owner will be provided copies of documentation completed at the conclusion of each of the following tasks and will be given three weeks for review and comment. 1.) Discovery Phase: Existing Infrastructure Analysis. This will include existing production and distribution system analyses, condition assessments, computerized energy models, code, life safety and environmental permitting analyses, infrastructure risk management and reliability analysis (including regulatory component), utility business model analysis, proposed energy loads and growth scenarios to be modeled, and a comprehensive list of all potential options to be included in the next submittal. The Owner will confirm energy loads to be modeled and potential options to be explored before proceeding to the next phase. 2.) Options Analysis Phase: All Options. This will include a comprehensive evaluation of all potential options. Before proceeding to the next submittal, the Owner will select a minimum of four options to be further evaluated, one of which will be the existing baseline case. 3) Options Analysis Phase: Recommended Scenarios. This will include a thorough evaluation of the minimum of four selected options or combinations of options. Based on this evaluation, the Owner will select one or two options to be included in the Master Plan. 4) Recommended Master Plan Development: Draft Master Plan.
- l. Progress Meetings and Documentation: The Professional Services Consultant shall conduct on-site progress meetings on a monthly basis (or as mutually agreed upon) through the course of this effort. The Professional Services Consultant shall provide a presentation document as a monthly summary deliverable of progress to date.
- m. Deliverables: The Professional Services Consultant shall incorporate the following items as part of the Utilities Production and Distribution Master Plan project. 1.) A condition report of existing energy production facilities, including a fitness for service report on existing equipment and piping systems. 2.) A condition report of existing electrical, steam, chilled water, natural gas, fuel oil, compressed air, and water (as it relates to energy production facilities) distribution systems. 3.) A code and life safety analysis of each energy production facility, the electrical distribution system, and steam system tunnels and valve vaults. 4.) A computerized energy model for each energy distribution system. 5.) A project website for reporting and stakeholder engagement, used for the duration of the project. 6.) An infrastructure risk management and reliability analysis. 7.) A utility business model analysis. 8.) A comprehensive energy systems load analysis, including growth scenarios. 9.) A comprehensive alternative energy options analysis. 10.) A minimum of four recommended scenarios, one of which is the baseline case, with associated impacts and systems analysis for each scenario. 11.) An implementation plan that identifies necessary construction projects and a timeline for each. 12.) An estimate of probable construction cost associated with each of the construction projects. 13.) Stakeholder involvement meetings, including a minimum of three open public forum meetings.

2. OTHER SUPPLEMENTAL SERVICES

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- a. The Professional Services Consultant shall create an ETAP model of the campus electrical power distribution system, which will include load flow, short circuit and coordination studies. The objective of the ETAP study is to identify system restrictions, evaluate capacity, and identify any system reinforcements or efficiency improvements that should be made to the distribution to provide for projected system loads. The model will include the entire medium voltage distribution system to the protective device on the secondary side of the medium voltage to low voltage transformers (approximately 300 buses). The Professional Services Consultant will not perform an arc flash study, but will provide direction regarding any effort and potential costs for the University to bring the system into compliance with any arc flash issues. The Professional Services Consultant shall provide a system survey, including a minimum of one site visit. Deliverables will include a copy of the ETAP model used to conduct the analysis and electronic copies of any pictures, data sheets, drawings, and other relevant materials used to complete the work effort. The ETAP model will be utilized for input to various energy production options.
- b. The Professional Services Consultant shall perform a more detailed equipment condition assessment for the production assets at the Abbott Power Plant. This more in-depth analysis will be performed for all systems that are included in the recommended options.

B. REQUIRED POLICIES AND PROCEDURES

Without limitation of any provision of this Agreement, the Professional Services Consultant and any subconsultants shall perform all services under this Agreement, from the inception of this Agreement until the Project has been fully completed, with a high degree of care and diligence and in a professional, skillful, and competent manner in accordance with the professional standards of major architectural and engineering firms engaged in the design, engineering, and construction administration of projects of comparable size and complexity, and in strict accordance with all applicable laws, codes, and industry standards. Neither the review nor the approval of the work or services of the Professional Services Consultant or of any subconsultants performed in connection with the Project by any person or body, including, but not limited to, the Owner, shall relieve the Professional Services Consultant or any subconsultants from their duty to utilize and comply with the above-referenced standard of professional care in the performance of their duties hereunder. The Professional Services Consultant shall design the Project in accordance with all applicable laws, policies, and procedures including, but not limited, to the following:

- a. Building code requirements, and the Owner's campus facilities standards;
- b. The Owner's standard documents for construction contracts;
- c. Accessibility standards for the handicapped;
- d. Illinois Procurement Code (including multiple contract bidding, if required);
- e. Equal Employment Opportunity policies; and,
- f. Alternates to assure that Project can proceed within the Owner's construction cost budget.
- g. Owner's Program Statement or Owner's program criteria when consultant's scope is to write a Program Statement.

C. MEETING RECORDS

The Professional Services Consultant shall prepare the minutes of all conferences when in attendance and shall promptly forward the requested number of copies of said minutes to the Owner's designated representative.

D. SUBCONSULTANTS

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1. The Professional Services Consultant shall employ only qualified professional consulting engineers as may be required for the effective performance of the services herein described. The names of such subconsultants proposed to be employed to assist the Professional Services Consultant in performing such professional services shall be submitted to the Owner for its approval prior to retention of such subconsultant(s). The Professional Services Consultant shall be responsible for the work of all such professional subconsultants whether they have been approved by the Owner or not, and compensation for their services shall be made to the Professional Services Consultant as provided in Article F. of this Agreement (MAFBE Certification, Attachment D, for subconsultants must be attached, if applicable).
2. Professional Services Consultant shall identify in Attachment D the names and addresses of all subconsultants to be utilized by Professional Services Consultant in the performance of the Agreement, together with the anticipated amount of money each subconsultant is expected to receive pursuant to the Agreement. For purposes of this section, "subconsultants" are those specifically hired to provide to the Professional Services Consultant some or all of the goods and services that are the subject of this Agreement.
3. The Professional Services Consultant shall provide a copy of each subconsultant agreement with an annual value of more than \$25,000, issued pursuant to the Agreement to the Owner within 15 calendar days after the execution of the Agreement or after execution of the subcontract, whichever is later. The copies shall be in electronic pdf format and follow the Owner's file naming conventions, found at:
http://www.uocpres.uillinois.edu/UserFiles/Servers/Server_992653/file/UI/ProjDocs/forms/nameconvention.pdf.
4. All subconsultant agreements must include the Certifications and Statutory Requirements form and the Financial Disclosures and Potential Conflicts of Interest form, completed and signed by each subconsultant. The documents submitted to the Owner shall be scanned electronic pdf format of the original signed document and follow the Owner's file naming conventions, found at:
http://www.uocpres.uillinois.edu/UserFiles/Servers/Server_992653/file/UI/ProjDocs/forms/nameconvention.pdf.
These documents will be provided by the Owner to the Higher Education Chief Procurement Officer in compliance with Public Act 096-795,
5. If at any time during the term of the Agreement, the Professional Services Consultant adds or changes any subconsultants, the Professional Services Consultant will be required to promptly notify the Owner and execute a written amendment to the Attachment D of the Agreement, of the firm(s) name(s) and address(es) and the expected amount of money that each new or replaced subconsultant will receive pursuant to the Agreement. Any changes to subconsultants must comply with Section O of this Agreement.
6. Any subconsultant agreements entered into prior to receiving a fully executed copy of the Agreement are done at the Professional Services Consultant's and subconsultant's risk.

E. TIME OF COMPLETION

Time is of the essence in this Agreement. The Professional Services Consultant shall perform its services required by Article A. above in a prompt and timely manner and in accordance with any specific schedule agreed upon in writing by the Owner and the Professional Services Consultant and attached hereto as Attachment C. Owner may direct in writing adjustments to the schedule. Owner directed adjustments to the schedule contained in Attachment C do not constitute justification for additional compensation unless such change affects project scope or adjustment was within Owner's reasonable control or power to avoid.

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F. COMPENSATION

1. Fees for Professional Services - The Professional Services Consultant shall receive as compensation, subject to additions and deductions provided for herein, for professional services required herein, including services performed by professional subconsultants, a fee, plus authorized reimbursables (described in F.2. below), as set forth below:

Total compensation (including reimbursables): \$1,286,903.00

BASIC SERVICES

SUPPLEMENTAL SERVICES

- a. For the following services, on an hourly basis in accordance with Article F.4. of this Agreement provided, however, the total amount(s) payable shall not exceed \$279,000.00. Payment for these services shall be in accordance with the following breakdown of the total compensation:

Other Supplemental Services	\$279,000.00
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- b. For the following services, a fixed fee of \$970,903.00. The fixed fee is payable in accordance with the following breakdown of the total compensation:

Conceptualization Phase	\$970,903.00
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2. Reimbursable - The Professional Services Consultant shall be reimbursed for actual and reasonable costs incurred by the Professional Services Consultant for the performance of the Owner-requested services including photographs, mock-ups, soil borings, topographical site surveys, specialized site tests, design phase material and/or equipment testing, construction phase material testing, review document printing, bid document printing, copies of record drawings provided on bond paper and CD-Rom, rendering and/or detailed presentation models, equipment rental to facilitate site inspection work, and other reasonable expenses as may be authorized by the Owner in writing. Supporting documentation, including receipts for expenses, is required (refer to Attachment A attached hereto and made a part hereof). The cost for reimbursable expenses is estimated to be \$37,000.00.
3. Additional Services - If the Professional Services Consultant shall be required to perform services in addition to those contemplated herein under Article A., the Professional Services Consultant shall receive compensation for such additional services on an hourly basis in accordance with Article F.4. of this Agreement unless Owner agrees to fixed price contract change. No payment shall be made for additional services unless: 1) a request is made in writing by the Professional Services Consultant to the Owner together with an estimate of the cost of the services considered to be additional and approval is secured in writing from the Owner in advance of the performance thereof, and 2) the scope of such additional services and compensation therefor shall be confirmed by a written amendment to this Agreement (MAFBE Certification, Attachment D, for subconsultants must be attached, if applicable). In case of dispute as to whether the services are compensable under this section as Additional Services, the Professional Services Consultant shall, after receiving written direction from Owner, provide the directed services, maintaining records of costs for later resolution.
4. Hourly Rate Schedule - Compensation for services paid under this Agreement shall be made based on an hourly basis reimbursement for actual costs and a negotiated fixed fee. Items eligible for hourly basis reimbursement compensation may include the actual payroll cost of labor on an hourly basis and the general and administrative overhead and burden, including but not limited to payroll related taxes, insurance and fringe benefits.

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General and administrative overhead and burden as well as negotiated fixed fee will be in accordance with Attachment B, which is made a part of this Agreement.

5. Payments - All compensation shall be paid in monthly installments as the various phases of the work progress. Each installment shall identify every Consultant/Subconsultant with respective payment information, as well as MAFBE status, for each phase of work performed. Payments for Subconsultants will only be processed if the documentation required by Public Act 096-795 and this Agreement has been provided by the Professional Services Consultant to the Owner. The requirements are listed in Section D – Subconsultants. Monthly installments of the fee shall be payable within sixty (60) days of receipt of billing as follows:
 - a. Fixed Fees shall be paid commensurate with the amount of services completed.
 - b. Hourly Fees shall be paid in accordance with the actual hours expended during that particular month (hourly rates times actual hours worked from time sheets which are signed by the employee and supervisor, and which are used as the original documents to process the Professional Services Consultant's payroll and/or job allocation), subject to the Owner's approval.

G. OWNER PROVIDED INFORMATION

The Owner shall provide the Professional Services Consultant with adequate information concerning the Owner's requirements for the Project.

H. PROFESSIONAL SERVICES CONSULTANT'S STATUS

The Professional Services Consultant is an independent contractor and, in providing its services under this Agreement, shall not be deemed to be the agent of the Owner.

I. ASSIGNMENT

The Professional Services Consultant shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the Owner.

J. INSURANCE AND INDEMNIFICATION

1. The Professional Services Consultant has procured beginning as of the date of this Agreement, and shall maintain during the term of this Agreement, and as long as necessary thereafter to cover claims with respect to its performance under this Agreement, professional liability insurance in an amount not less than One Million Dollars (\$1,000,000.00), and with a deductible amount of not more than One Hundred Thousand Dollars (\$100,000.00), with an insurance carrier and policy terms approved by the Owner, which approval shall not be unreasonably withheld. The professional liability insurance policy shall provide that the insurer will pay on behalf of the Professional Services Consultant, all amounts and damages which the Professional Services Consultant shall become legally obligated to pay to any person or entity (including, but not limited to, the Owner), and their officers, trustees, directors, agents, and employees, arising out of the performance of professional services by the Professional Services Consultant, and if such legal liability is caused by an error, omission, or negligent act. The Professional Services Consultant shall pay any amounts and damages not paid by the insurer for any reason, including, but not limited to by reason of the aforesaid deductible amount or for any amounts and damages in excess of the policy limits, and any other costs which may have been incurred by the Owner as approved by a court. 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, except for ten (10) days notice of cancellation due to non-payment. The Professional Services Consultant shall furnish to the Owner a certificate or memorandum of insurance from the insurer respecting such policy. The Professional Services Consultant shall be obligated to provide a certificate of proof of such a policy from time to time, upon Owner's request. The insurance carrier shall have a policyholder's rating not lower than "A-" and a financial rating not lower than "VI" in the

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current edition of Best's Key Rating Guide. Failure of the Owner to request any insurance certificate(s), or new or renewal certificate(s), shall not be deemed a waiver by the Owner and shall not relieve the Professional Services Consultant of the contractual obligation to provide the insurance coverages set forth above. The receipt of any insurance certificate does not constitute an admission by the Owner that insurance requirements have been met. The Professional Services Consultants' failure to comply with any insurance requirements set forth herein shall be deemed a material breach of the contract terms. Any subconsultants must comply with the same professional liability insurance coverage requirements as the Professional Services Consultant, except as otherwise agreed to in writing by the Owner, and shall submit the required Certificate of Insurance to the Professional Services Consultant.

2. In addition to the professional liability insurance referenced above, the Professional Services Consultant agrees to maintain the following insurance coverage for the duration of the project or the term for which services will be rendered, and as long as necessary thereafter to cover claims with respect to its performance under this Agreement.

The Professional Services Consultant shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a policyholder's rating not lower than "A-" and a financial rating not lower than "VI" in the current edition of Best's Key Rating Guide for property/casualty insurance companies.

A.	Worker's Compensation and Occupational Diseases	Illinois Statutory Limits
	Employer's Liability (Part B)	\$500,000 per occurrence
B.	Commercial General Liability (occurrence coverage)	\$1,000,000 each occurrence
	General Aggregate	\$2,000,000
	Products – Completed Operation Aggregate	\$2,000,000
	Personal and Advertising Injury	\$1,000,000
	Fire Damage	\$ 100,000
C.	Commercial Auto Liability	
	Combined Single Limit	\$1,000,000 per occurrence
	OR	
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$1,000,000 per occurrence

Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

Subconsultants must comply with the same insurance coverage requirements as Professional Services Consultant. Subconsultants shall submit the required Certificate of Insurance to the primary Professional Services Consultant.

With respect to the required Commercial General Liability insurance, the Board of Trustees of the University of Illinois shall be named as an additional insured. In order to meet this requirement, the following wording should appear on any Certificate of Insurance provided: "The Board of Trustees of the University of Illinois is an additional insured for any liability incurred by Owner arising from the activities of Professional Services Consultant and/or Subconsultant performing work on behalf of Professional Services Consultant."

The Professional Services Consultant shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement, and any

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renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this Agreement to the appropriate University of Illinois campus project contact person as designated under section M herein. The receipt of any certificate does not constitute and admission by the Owner that insurance requirements have been met. The Professional Services Consultant's failure to obtain certificates or other insurance evidence from the vendor/consultant shall not be deemed a waiver by the Owner. Failure to comply with any insurance requirements may be regarded as a material breach of contract terms.

3. Professional Services Consultant expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit its responsibilities or liabilities or serve as a limit in recovery for any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims and expenses, including, but not limited to, attorneys', consultants', and experts' fees and expenses, and including both litigation and pre-litigation expenses.

K. TERMINATION AND SUSPENSION

1. Termination

The Owner may terminate this Agreement for any reason on seven (7) days' written notice. In the event of termination not occasioned by default of the Professional Services Consultant, the Professional Services Consultant shall be paid for services performed prior to the termination date, pursuant to the provisions described in paragraph F., plus any reimbursements then due.

2. Suspension

The Owner may suspend this Agreement for any reason on ten (10) days' written notice for a maximum period of thirty-six (36) months. In the event of suspension of this Agreement not occasioned by default of the Professional Services Consultant, the Professional Services Consultant shall be paid for services performed prior to the suspension date, pursuant to the provisions described in paragraph F., plus any reimbursements then due. Should the suspension be for a period of more than six (6) months, the hourly or fixed fee schedule shall be subject to an adjustment proportional to the Consumer Price Index change from the date of this Agreement until the time the suspension is lifted.

L. REVISIONS TO THE PROJECT

The scope of the Project and the Owner's original construction cost estimate may be revised from time to time after the date hereof by mutual agreement of the parties hereto, and such revisions shall be incorporated therein by written amendment to this Agreement.

M. NOTICES

No notice is effective until the writing containing the notice is placed in the hand of the Owner's Representative, or the Professional Services Consultant or is postmarked by certified U.S. Mail, to the following addresses:

TO THE OWNER'S REPRESENTATIVE:

Facilities and Services - UIUC
1501 South Oak Street
Champaign, IL 61820
Attention: Helen J. Coleman

TO THE PROFESSIONAL SERVICES CONSULTANT:

Affiliated Engineers, Inc.
701 Devonshire Dr. Building C Suite 209
Champaign, IL 61820
Attention: Dave Guth

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All notices shall be effective upon receipt. When provided by U.S. Mail, notices become effective three (3) business days following the date of posting.

N. NONDISCRIMINATION AND REPORTING MAFBE PARTICIPATION

1. Nondiscrimination. The Professional Services Consultant agrees that, in performing under this Agreement, the Professional Services Consultant shall not discriminate against any worker, employee or applicant, or any member of the public because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, military status, sexual orientation, or unfavorable discharge from military service, nor otherwise commit an unfair labor practice. The Professional Services Consultant further agrees that, where required by state or federal law applicable to this Agreement, this clause will be incorporated into all Subconsultant Agreements entered into with other business organizations or individuals who may perform any labor or services or provide materials in connection with this Agreement.
2. Reporting MAFBE Participation. The Professional Services Consultant's Professional Services Billing form shall identify all Consultants/Subconsultants that are certified by the Illinois Department of Central Management Services (CMS) as a Minority, Female, or Person with Disabilities Business Enterprise (MBE, FBE, or PBE) as defined by the Business Enterprise for Minorities, Females, and Persons with Disabilities Act. This information is requested only for the Owner's use in monitoring the level of Minority, Female, or Person with Disabilities Business Enterprise participation on its projects. The Professional Services Consultant shall submit a MAFBE Consultant/Subconsultant Certification form for each MBE, FBE, or PBE identified in the Professional Services Consultant's Professional Services Billing form. The Professional Services Consultant shall also submit a MAFBE certification letter, originated by the certifying body, for each MBE, FBE, or PBE for review by the Owner prior to the execution of the Professional Services Consultant Agreement.

O. PERSONNEL

The Professional Services Consultant shall assign only qualified personnel to perform any service concerning the Project. The Professional Services Consultant shall not, without prior expressed written consent of Owner and in accordance with the provisions of this section, alter the designated project team for the life of the project as long as the designated personnel remain employees of the firm or the firm's consultants.

1. Requests for changes of project team personnel may only be made in extraordinary circumstances and must be made by written request to the Owner at least fifteen (15) calendar days in advance of any proposed change. Requests for changes of project team personnel must include the reasons for the change and a description of the qualifications of the proposed replacement. No proposed change shall be effective unless and until the Owner has given written authorization to do so. Such changes may be considered by Owner as cause for adjustment to Professional Services Consultant Agreement compensation.
2. If changes to the project team are necessitated by emergency, Professional Services Consultant shall notify the Owner as soon as possible and obtain the Owner's approval of substitute personnel within fifteen (15) calendar days.
3. Requests for changes to project team must include a revised Attachment D and the documentation required by section D herein.

The following named PSC and Subconsultant individuals will perform those functions indicated next to their names for so long as the individuals named remain actively employed or retained by the Professional Services Consultant.

NAME	POSITION TITLE/FUNCTION
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Mike Walters		PIC/PM (Affiliated Engineers)
Jerry Schuett	JAS Principal in-charge	Technical Team Lead (Affiliated Engineers) <i>JAS</i>
Dave Guth		On-Site Coordinator (Affiliated Engineers)
Eric Haglund		Mechanical Engineer I (Affiliated Engineers)
Andrew Schuetz		Mechanical Engineer II (Affiliated Engineers)
Andy Price	JAS Technical Team Lead	Mechanical Engineer III (Affiliated Engineers) <i>JAS</i>
Dave Cunningham		Mechanical Engineer IV (Affiliated Engineers)
Andrew Schantz		Electrical Engineer I (Affiliated Engineers)
Thom Flickinger		Electrical Engineer II (Affiliated Engineers)
Michael Mulaiya		Designer I (Affiliated Engineers)
Steve Berger		Designer II (Affiliated Engineers)
Paul Lorenz		Project Coordinator I (Affiliated Engineers)
Donna Luedke		Project Coordinator II (Affiliated Engineers)
Jeffrey Fleenor		Project Manager (Sega)
Nathan Ninemire		Sr Mechanical Engineer (Sega)
Andy Mendenhall		Sr Electrical Engineer (Sega)
Michael Blake		Sr Civil Engineer (Sega)
Gary Vogel		Sr Structural Engineer (Sega)
Erin Inman		Sr Vice President (Primera Engineers)
Affan Abdullah		Engineer IV (Primera Engineers)
Bryan Knowles		Engineer II (Primera Engineers)
Arturo Garay		Electrical Designer (Primera Engineers)
Mike Lamplough		CAD Drafter (Primera Engineers)
Sophia Shadkin		Electrical Engineer I (Spectrum Engineering)
Gregory Shadkin		Electrical Engineer II (Spectrum Engineering)
Daniel Sobota		Electrical Designer/CADD (Spectrum Engineering)
Boris Veksler		Sr Electrical Engineer (Spectrum Engineering)
Robert Svoboda		Architectural/Structural/Civil Cost Estimator (Construction Cost Systems)
James Rogers		Electrical Cost Estimator I (Construction Cost Systems)
Larry Parker		Electrical Cost Estimator II

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(Construction Cost Systems)

Nick Travis

Rob McKenna

Handwritten initials: Nick Travis, Rob McKenna, JAJ

Financial Analyst I (~~Construction Cost~~ *Legend Partners*
Systems)
Financial Analyst II (~~Construction~~ *Legend Partners*
Cost Systems)

P. APPLICABLE LAW

The laws of the State of Illinois govern this Agreement. Owner and Professional Services Consultant reserve all other rights and potential remedies available at law or equity in the event of nonperformance under this Agreement.

Q. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

R. ENTIRE AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. The parties represent and warrant that they have not relied on any representations with respect to the subject matter of this Agreement other than as expressly set forth herein.

S. WAIVER

The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

T. CONFIDENTIALITY

Any information furnished by Owner shall be treated as confidential. Professional Services Consultant shall not disclose information unless specifically authorized and required to do so by law. Marketing materials, promotional articles, award submittals, conference presentations, and any other public release of project information by the Professional Services Consultant shall be approved by Owner prior to production, submittal or release. Professional Services Consultant is hereby advised that any part of this Agreement or any materials provided by the Professional Services Consultant and marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois law. Professional Services Consultant agrees not to use the name, logos, trademarks or other protected properties of Owner in advertising or for any other commercial purpose without the prior written approval of Owner.

U. STATUTORY CERTIFICATIONS

In accordance with applicable laws and subject to applicable penalties for false or misleading statements, the following certifications are made in connection with this Agreement:

1. The Professional Services Consultant certifies that it has fully and properly completed and signed the Certifications and Statutory Requirements form and the Financial Disclosures and Potential Conflicts of Interest form, which are hereby made a part of this agreement.
2. The Professional Services Consultant certifies that 39-1287168 is its Federal Taxpayer Identification Number and that it is doing business as a Corporation.
3. The Professional Services Consultant certifies that it is authorized to practice the professional services specified in this Agreement under the applicable Illinois licensing and registration statutes.

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V. OWNERSHIP AND USE OF DOCUMENTS

All bid documents, drawings, specifications, record drawings, and reproducible shall be and are the property of the Owner and for the Owner's use in such manner as the Owner may deem appropriate; provided, however, that if such documents are used on other work, the Professional Services Consultant shall not be responsible for such use and the Owner hereby releases the Professional Services Consultant from responsibility and liability for such other use and agrees to be solely and completely responsible for such use. Professional Services Consultant represents that bid documents, drawings, specifications, record drawings, and reproducible shall be original and not infringing on any pre-existing third party rights. Professional Services Consultant hereby assigns all rights, title and interest including copyright in all bid documents, drawings, specifications, record drawings, and reproducible to Owner. The Professional Services Consultant is prohibited from using materials noted herein for any purpose that may misrepresent the services they provided.

W. CONSTITUTIONAL AND STATUTORY PROVISIONS

1. If this Agreement is funded from State of Illinois appropriated funds, the Professional Services Consultant understands and agrees that this Agreement is subject to termination and cancellation without any penalty in any fiscal year in which the Illinois General Assembly fails to make an appropriation for payments under the terms of this Agreement. In the event of termination and cancellation for lack of appropriation, the Professional Services Consultant shall be paid for services performed under this Agreement up to the effective date of the termination and cancellation.

X. ERRORS AND OMISSIONS POLICY

Pursuant to Owner's Error and Omission Policy, Owner reserves the right to recover from the Professional Services Consultant all or a portion of the costs associated with change orders, and/or additional work by others if not incorporated as a contract change order, issued to correct errors or work omitted in the construction documents prepared by the Professional Services Consultant. Consequential damages, including any delay of work or damages incurred by other parties due to errors and omissions may be included in the recovery. The Error and Omission Policy is incorporated herein and by reference made a part hereof and is available from Owner or can be referenced at the following web link

<http://www.obfs.uillinois.edu/cms/one.aspx?portalId=909965&pageId=913957>.

Y. OWNER'S WEB-BASED VENDOR SERVICES APPLICATION

The awarded Professional Services Consultant will be required to register with the Owner's Vendor Services Application and will be required to ensure that all subconsultants, included on Attachment D of the Agreement are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at:

<https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) original counterparts all as and of the day and year first hereinabove set forth.

PROFESSIONAL SERVICES CONSULTANT:

Affiliated Engineers, Inc.

By: Jerrold A. Schnett 2/1/2012
DATE
Jerrold A. Schnett
PRINT NAME

Title: Principal

OWNER:

Submitted by:

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

John A. Dempsey
Director of Campus Construction Unit

By: Walter K. Knorr 2/1/12
Walter K. Knorr, Comptroller DATE

IF THIS CONTRACT IS \$250,000 OR MORE, THE FOLLOWING ADDITIONAL SIGNATURES ARE REQUIRED:

Michael J. Hogan
Michael J. Hogan, President

Thomas R. Bearrows
Thomas R. Bearrows, University Counsel