



**Property Committee Agenda**  
**Room 400, Government Center**  
**Thursday, December 6, 2007**

**3:45 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – November 1, 2007
3. Departmental Matters:
  - A. Don Lee, Director, Nursing Home
    - 1) Items to be Presented for Action:
      - a) Request Approval of Request for 2008 Approved Vendor List for Janitorial and Paper Supplies – Nursing Home 1-3
    - 2) Items to be Presented for Information:
      - a) General Report
      - b) Other
  - B. Bill Wasson, Director, Parks and Recreation
    - 1) Items to be Presented for Action:
      - a) Request Approval of an Ordinance Amending an Ordinance Adopting and Enacting Rules and Regulations Pertaining To the Public Use of all County Parks and Recreational Areas, and Providing for the Enforcement of said Ordinance and the Fixing of Penalties for its Violation – Amending Chapter 35 of the McLean County Code Parks (fee increases) 4-5
      - b) Request Approval of Agreement for Engineering Design Service for COMLARA County Park with the Farnsworth Group 6-14
    - 2) Items to be Presented for Information:
      - a) General Report
      - b) Other

C. Jack Moody, Director, Facilities Management

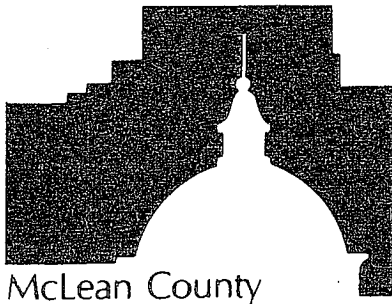
1) Items to be Presented for Information:

- a) Status Report on Phase 2: Restoration of the McLean County Museum of History located at the Old McLean County Courthouse
- b) Status Report on Renovation of the Law and Justice Center
- c) General Report
- d) Other

4. Other Business and Communications

5. Recommend Payment of Bills and Transfers, if any, to County Board

6. Adjournment



McLean County

**NURSING HOME**

(309) 888-5380

901 N. Main Normal, Illinois 61761

Date: October 30, 2007

To: John Zeunik, County Administrator

From: Sharon VanNote, Director of Domestic Services

RE: Schedule of bid process for janitorial products,  
paper/plastic supplies

Property Committee Approval:

**Millers**

|                           |       |             |
|---------------------------|-------|-------------|
| Straw brooms              |       | 4.37 ea     |
| 20 oz wet mop head        |       | 50.52 cs    |
| 24 oz rayon mop head      |       | 37.80 ea    |
| Sanitary napkins          |       | 33.07 cs    |
| Scrubbing sponges         | #74   | 28.00 cs    |
| Spray bottle              |       | .40 ea      |
| Cleaner All Purpose       | SD-20 | 35.42 cs    |
| 17" scrubbing pad         |       | 7.50 cs     |
| Fly spray                 |       | 48.72 cs    |
| Wasp, bee & hornet killer |       | 41.76 cs    |
| Neutralizer               |       | 25.70 cs    |
| Germicidel Cleaner DMQ    |       | 36.85/5 gal |

**Hundman Lumber**

|                                      |        |          |
|--------------------------------------|--------|----------|
| Dust mop heads                       | UniSan | 60.96 cs |
| 3 1/2" trim 24" spread               |        |          |
| Antimicrobial Lotion Soap            | Go-Jo  | 56.60 cs |
| Sidewalk scraper                     |        | 9.21 ea  |
| Paper towel - C-fold Scott 151C-Fold |        | 37.05    |

**Gordon Food Service**

|                               |         |         |          |
|-------------------------------|---------|---------|----------|
| Brillo Pads                   | #442003 | #442003 | 30.10 cs |
| Lamb Wool Duster              |         | #517054 | 4.06 ea  |
| Cleaning Powder (Spic & Span) |         | #269131 | 78.40 cs |
| Furniture Polish              |         | #596132 | 23.94 cs |
| Straws                        |         | #263834 | 31.11 cs |
| 9" plates                     |         | #122650 | 43.37 cs |
| Forks                         |         | #282359 | 23.09 cs |
| Knives                        |         | #282391 | 23.09 cs |
| Cling Film 6" x 5"            |         | #212881 | 6.51 rl  |
| Lids - Styrofoam cups         |         | #113867 | 8.66 cs  |

**Kaeb Sanitary**

|   |                       |             |
|---|-----------------------|-------------|
| Polypropylene broom                     | #JSB932               | 3.99 ea     |
| Snuggle Fabric Softner                  | #CIA880               | 35.95 cs    |
| 17" stripping pads                      | #RCP6114-77           | 22.20 cs    |
| 13" stripping pads                      | #ETC                  | 7.08 cs     |
| 17" buffing pad                         | #ETC                  | 10.93 cs    |
| 20" buffing pad                         | ETCGorilla            | 18.06 cs    |
| Super Spray Buff                        | Restore               | 38.80 cs    |
| Tampax                                  |                       | 57.00 cs    |
| Synthetic Scouring pad                  | #JSP196               | 5.10 cs     |
| Stainless Steel Polish                  | Super Shine           | 36.00 cs    |
| Counter Brush                           | #JSB5308              | 3.19 ea     |
| Floor Sealer                            | Byco Base 16          | 44.14/5 gal |
| Wax                                     | Dual 18 %             | 46.21/5 gal |
| Stripper                                | Dyr N Max             | 38.97/5 gal |
| Restores                                | Restore               | 38.80 cs    |
| Bowl Cleaner                            | Hi Cling              | 20.75 cs    |
| Glass Cleaner                           | Clear View            | 18.75 cs    |
| Ice Melt                                | Winter Storm, 50# bag | 7.95 ea     |
| Can Liners 20x13x39                     | #PCCXB3911            | 18.69 cs    |
| Can Liners 15x9x23                      | #PCCB                 | 12.06 cs    |
| 9 1/2 x 9 1/2 multi-fold bleached towel | #PP6200               | 18.98 cs    |
| Paper towel-Tork Dispenser              | #PP6600               | 25.97 cs    |
| 1 ply toliet tissue                     | #PP275                | 31.99 cs    |
| 1 oz plastic cup                        | #PCR1620000           | 42.00 cs    |

**Clark Products**

|                                      |            |          |
|--------------------------------------|------------|----------|
| Can liners 22x16x58-Mobile Tuff tote | #H7658TE   | 19.95 cs |
| 2 ply toliet tissue                  | #NIB-11292 | 31.62 cs |
| 1 ply napkins 13 x 13                | #37000     | 28.90 cs |
| 1 ply napkin dispenser               | #332       | 31.20 cs |
| Wax sandwich bags                    | #BFT404    | 65.00 cs |
| 6" plates                            | #P601B     | 7.00 cs  |
| 9" plates                            | #180A      | 13.50 cs |
| 5 oz bowls                           | #THI-0004  | 16.89 cs |
| 12 oz bowls                          | #THI-0012  | 16.64 cs |
| Spoons                               | ESW TM21   | 6.45cs   |
| Cling film 18" x 2000"               | #18x2MCB   | 14.74 rl |
| Aluminum foil                        | #W23CF     | 48.54 rl |
| Non latex gloves                     | #110001    | 21.47 cs |
| 3/4 oz souffle cup                   | #075-2050  | 28.43 cs |
| 8 oz cups                            | #8J8       | 14.19    |

**Jan Master**

|                   |         |          |
|-------------------|---------|----------|
| Wet mop handle    | O Cedar | 5.85 ea  |
| Mop bucket Combo  | O Cedar | 49.80 ea |
| Hand soap refills |         | 29.90 cs |

**AM SAN (VONACHEN)**

|                         |          |          |
|-------------------------|----------|----------|
| Dust mop pan            | #05135   | 2.04 ea  |
| Folding Wet Floor Sign  | #6114-77 | 23.15 ea |
| Toilet bowl swabs       | #05136   | .51 ea   |
| Drain plungers          | #IMP9200 | 4.24 ea  |
| Spray trigger for 24 oz |          | .41 ea   |
| Scouring Powder         |          | 15.90 cs |
| Commercial Rodenticide  | #79190   | 33.65 cs |
| Can liners 23x17x46     | #2450CL  | 14.75    |
| Facial Tissue           | #KC21606 | 41.35 cs |

**Crescent Electric**

|  |  |                |
|--|--|----------------|
| 40 W Lamp-Fluorescent C.W. F40C.W. 24/cs   |  | 1.09 ea        |
| 40 W Lamp-U Bend C.W. FB40C.W/6 12/cs  |  | 4.29 ea        |
| 75 W Lamp-130 V:Rough Frosted Surface<br>75A/RS/V, 130 V Westinghouse or Proven<br>equal, 120/cs |  | 1.29ea         |
| 75 W Lamp Fluorescent F96T12/CW HO:8 FT<br>Long, 2 Contacts                                      |  | 4.85 ea        |
| 7 W Fluorescent Tube #F 7 TT/27K   |  | 1.49 ea        |
| 23 W Compact Fluorescent #CF 23EL 827/Med  |  | 15.96 per 4 pk |
| F 9 TT/27K 9W G23 Base   |  | 1.49 ea        |
| F 5 TT/27K Base G23  |  | 1.49 ea        |



**DEPARTMENT OF PARKS AND RECREATION**  
 (309)726-2022 FAX (309)726-2025 www.mclean.gov  
 13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 11/28/2007

RE: Fees Ordinance Amendments

The Department of Parks and Recreation recommends the adoption of the following fee changes consistent with the budget recommended and approved for Fiscal Year 2008 Budget by the McLean County Board. :

**Campsite Fees**

|                            | <b>McLean Co. Residents</b>       | <b>Non-Residents</b>              |
|----------------------------|-----------------------------------|-----------------------------------|
| Non-electric campsites     | <del>\$11.00</del> <u>\$12.00</u> | <del>\$13.00</del> <u>\$14.00</u> |
| Electric campsites 30 amps | <del>\$14.00</del> <u>\$15.00</u> | <del>\$16.00</del> <u>\$17.00</u> |
| Electric campsites 50 amps | <del>\$17.00</del> <u>\$18.00</u> | <del>\$19.00</del> <u>\$20.00</u> |

**Glasener Beach**

Daily Fee

|          |                                 |
|----------|---------------------------------|
| Adults   | <del>\$3.00</del> <u>\$4.00</u> |
| 6-12 yrs | <del>\$2.00</del> <u>\$2.50</u> |
| Under 6  | \$.50                           |

These fee changes are reflective of the Department's recommended budget. These changes are based upon fees surveys of similar facilities within the region, an assessment of impact upon usage, increases in operating cost, and considers relevant associated improvements to facilities during the past and current year.

AN ORDINANCE AMENDING AN ORDINANCE ADOPTING AND ENACTING  
RULES AND REGULATIONS PERTAINING TO THE PUBLIC USE OF ALL COUNTY  
PARKS AND RECREATIONAL AREAS, AND PROVIDING FOR THE ENFORCEMENT  
OF SAID ORDINANCE AND THE FIXING OF PENALTIES FOR ITS VIOLATION

AMENDING CHAPTER 35 OF THE McLEAN COUNTY CODE  
PARKS

BE IT ORDAINED by the County Board of McLean County now in regular session that the aforesaid Ordinance be and hereby is amended as follows:

Amend subsection 35.21-1 to read as follows:

35.21-1 Campsite fees. The fees for the use of campsites are hereby established as follows:

(A) For campsites, daily fees for parties of a maximum eight individuals shall be ~~\$11.00~~ \$12.00 for Residents of McLean County and ~~\$13.00~~ \$14.00 for non-residents of McLean County on primitive sites and ~~\$14.00~~ \$15.00 for residents of McLean County and ~~\$16.00~~ \$17.00 for non-residents of McLean County on 30 amp electrified campsites and ~~\$17.00~~ \$18.00 for residents of McLean County and ~~\$19.00~~ \$20.00 for non-residents of McLean County on 50 amp electrified campsites. The aforementioned campsite fees shall be discounted by twenty percent (20 %) when levied for terms exceeding 6 consecutive days. There shall be an additional daily fee of \$1.00 for every adult over two in the party.

(B) The fee for campsite reservations shall be \$6.00 per campsite in addition to the deposit of one daily fee for such campsite. The reservation fees shall not be refunded, however, an alternative reservation may be made if the reservation is cancelled at least one day in advance of the date for which the reservation is made.

Amend subsection 35-21-3 to read as follows:

35.21-2 Beach Fees. The fees for use of Glasener Beach are hereby established as follows:

(A) The daily fee shall be ~~\$3.00~~ \$4.00 except such fee shall be ~~\$2.00~~ \$2.50 for children ages 6 through 12 and \$.50 for children under the age of 6.

(B) The fee for reserved use of F.R. Glasener Beach by groups and organizations as permitted in Section 35.14-4 herein shall be ~~\$35.00~~ \$45.00 per hour.

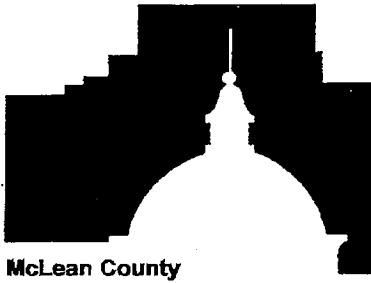
This amendment shall become effective and in full force upon adoption. Adopted by the County Board of the County of McLean, Illinois, this 18th day of December, 2007.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the McLean County  
Board of McLean County

\_\_\_\_\_  
Matt Sorensen, Chairman of the  
McLean County Board



DEPARTMENT OF PARKS AND RECREATION  
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov  
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 11/25/07

RE: Agreement for Engineering Design Services for COMLARA County Park

In 2004, the McLean County Department of Parks and Recreation reviewed qualifications from a large number of electrical engineering firms. Upon review, the Department found that the Farnsworth Group's mechanical electrical engineering division and its engineers have a wide range of experience with underground electrical distribution systems, including campgrounds in public agency parks.

The Farnsworth Group designed the 2005-07 electrical renovations for COMLARA County Park's Main Recreation Area Campground and also the low pressure sewer system that services COMLARA Park's Main Recreation Area. Both projects have proven to be effectively designed from an installation, operational and maintenance standpoint. The Farnsworth Group has a high level of familiarity with the work site, topography, associated utilities and the working relationship with this Department that insures effective project development. This Department's level of satisfaction with previous work completed by the Farnsworth Group exceeded all others considered or reviewed to date.

The Farnsworth Group has also shown an effective working relationship with the Department's electrical provider(Cornbelt). This familiarity is important in allowing the integration of utility transformer locations into the most cost effective design possible.

As with the Main Recreation Area Campground electrical renovation project from 2005-2007, the Department of Parks and Recreation anticipates completing this project using in-house staff for a majority of work, necessitating a lump sum service agreement. The Department of Parks and Recreation has reviewed the current budget status and sufficient funds are available to complete the design work at the contract amount.

The Department recommends that McLean County enter into an agreement for electrical design services with the Farnsworth Group in the amount of \$9,000 for the COMLARA County Park White Oak Area Phase 1 Campground electrical engineering for 40 campsites.





LETTER OF AGREEMENT

November 8, 2007

McLean County Department Of Parks and Recreation  
13001 Recreation Area Drive  
Hudson, Illinois  
61748-9725  
Attn. William R. Wasson  
Director of Parks and Recreation

RE: Comlara Campground Electrical Renovation  
White Oak Sites 1 through 40  
Project Number 007000

Dear William ;

We are pleased to submit this *Letter of Agreement* for Electrical design support services for "Campground Electrical Renovation" for your consideration.

**SCOPE OF SERVICES**

**Farnsworth Group, Inc. agrees to provide Preliminary meetings, Design Development, and Construction Documents For a fixed lump sum fee.**

**1. MEP Engineering Services**

- Meet with you to discuss and document project parameters, including Electrical Camper requirements, work relationships, project budget and project schedule.
- Attendance at selected meetings with Owner/User Representatives and IDPH
- Development of conceptual descriptions into an approved Construction Document design.
- Prepare Catalogue cut sheets for equipment and provide short specs on the drawings
- **Drawings and specifications will provided for IDPH Review only. Not for Bidding.**
- **It is understood that the park maintenance employees will install all equipment.**
- Design additional services with Corn Belt Electric as required.
- Provide new details of electrical camper connection boxes

**2 Additional Services\***

- Site visits and other site observation .
- Certification of Payment Applications, Change Orders,  
Requests for information, Architectural Supplemental Instructions,
- Communication design services for internet, cable tv, etc.



### YOUR RESPONSIBILITIES

It will be the responsibility of Comlara Park to provide the following:

- Designated project representative with specific responsibilities and decision-making authority. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Owner's policies and decisions with respect to materials, equipment, elements and systems.
- Provide full information as to Design requirements for the project.
- Provide drawings or other documentation of existing electrical systems developed to date..
- Review and approve preliminary design prior to development of Construction Documents. Render in writing decisions pertaining thereto within a reasonable time so as not to delay the performance of engineering services.
- Give prompt written notice whenever the Owner becomes aware of any defect in the project or changed circumstances which may alter the scope of service specified herein.
- Furnish or direct the Engineer to provide necessary additional services as required by changed conditions.
- Furnish permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.  
FGI will provide support drawings and answer comments of the approval authorities.  
Additional local jurisdictional authorities may increase the cost of the project.
- Publish all notices that may be required.
- Cost estimating services.
- Orchestration of bidding activities, including Project Manual Division 0 sections and Bid Form, and printing/distribution of bid sets.

### FEE

#### COMPENSATION

Based on our previous experience for projects with the size and complexity of this project, we propose to furnish the services as listed above for the following lump sum fees:

Scope 1 – MEP Engineering Services:

Lump Sum fee of \$ 9,000.00\*  
(Nine Thousand and No/100 Dollars)\*

Scope 2– Additional Services:

Hourly T&M Basis as Requested\*



\*(Reimbursable expenses for items such as printing costs, mileage, etc. will be billed as direct additional expenses.)

Compensation shall be paid under the following phases:

|                        |      |
|------------------------|------|
| Design Development     | 25%  |
| Construction Documents | 75%  |
| -----                  |      |
|                        | 100% |

#### SCHEDULE OF WORK

From the date of this letter of agreement, we will provide design support services within a 13-week schedule . The schedule is based on the following milestones after this proposal is signed.

|                |   |
|----------------|---|
| Week 1 and 2   | Programming Refinement                                |
| Week 3 and 4   | Design Development                                    |
| Week 5 and 6*  | Owner review and comments meeting*                    |
| Week 7 thru 9  | Construction Documents                                |
| Week 10        | 100% Construction Documents issued for owners review. |
| Week 11 and 12 | Owners review and comments meeting                    |
| Week 13        | Final drawings issued to owner                        |

\* Note that all Action Items as presented on the "Information Request Action Items "list must be resolved at this point for the project to go out on time.  
Should the project schedule be extended Farnsworth Group will request additional services for the Owners consideration before proceeding with work.

1. At completion of the design development phase, Owner and Engineer will confirm that all decisions that were to be made have been completed so that the construction documentation phase can proceed.



**REIMBURSABLE EXPENSES**

The following miscellaneous expenses may occur and would be reimbursed to Farnsworth Group by PHA. These expenses are not included in these submitted fee quotations.

They include but are not necessarily limited to the following.

- Reproduction of documents for the purpose of owner review and/or distribution.

Respectfully submitted,

Richard N. Suhadolc P.E.  
Engineering Manager/  
Chief Electrical Engineer

Your signature below is verification of your acceptance of the above stated terms of our agreement for professional services between Owner and Architect.

\_\_\_\_\_  
Matt Sorensen, Chairman McLean County Board

\_\_\_\_\_  
Richard N. Suhadolc P.E.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**General Conditions**  
**Professional Services Agreement**  
**Date November, 8, 2007**

Client Mclean County Department of Parks and Recreation

Project: Comlara Campground Electrical Renovation  
Scope of Work: Sites 1 through 40 White Oaks

**General Conditions**

**Reference Conditions:** Farnsworth Group, Inc., will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Subcontracting:** FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

**Change Order:** The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at FGI's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Force Majeure:** Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Compliance With Law:** In the performance of all services to be provided hereunder, FGI and Client agree to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

**Reuse of Documents:** All documents including drawings and specifications furnished by FGI pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by FGI will be at Client's sole risk and without liability of FGI, and Client shall indemnify and hold harmless FGI from all claims, damages, losses, and expenses, including attorney's fees, arising out of or

resulting therefrom. Any such verification or adaptation will entitle FGI to further compensation at rates to be agreed upon by Client and FGI.

**Standard of Care:** Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Professional Liability:** The CLIENT hereby agrees that to the fullest extent permitted by law FGI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this agreement, from any cause or causes including but not limited to negligent professional acts, errors, omissions, strict liability, or breach of contract shall not exceed the total amount paid by the CLIENT for the services of FGI under this agreement. The CLIENT and FGI agree that to the fullest extent permitted by law, FGI shall not be liable to the CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by negligent professional acts, errors, omissions, strict liability, breach of contract, or other cause or causes whatsoever.

**Opinions of Cost:** Since FGI has no control over the cost of labor, materials or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

**Indemnification:** The CLIENT shall indemnify and hold harmless FGI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except FGI). FGI shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the

performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the FGI or anyone directly or indirectly employed by FGI (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and FGI then the responsibility shall lie between the CLIENT and FGI in proportion to their contribution of negligence. In no case shall FGI's liability exceed the limit of liability established under the Professional Liability Section of this contract.

**Term:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached price quotation sheet until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

**Without Representation or Warranty:** FGI makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. FGI assumes no responsibility with respect to Client's use thereof.

**Subpoenas:** The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with work performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

**Precedence:** These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

**Applicability:** These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges

for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

#### **Additional Provisions**

Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.

**Farnsworth Group, Inc.**  
**Engineers, Architects, Surveyors & Scientists**  
**Schedule of Charges - January 1, 2007**

| <b>Professional Staff – Engineering/Surveying/Commissioning</b>  | <b>Per Hour</b>  |
|--|------------------|
| Engineering Intern I / Professional Intern I .....   | \$ 78.00         |
| Engineering Intern II / Professional Intern II .....   | \$ 85.00         |
| Engineer / Land Surveyor / Professional .....  | \$ 92.00         |
| Senior Engineer / Senior Land Surveyor / Senior Professional .....   | \$ 97.00         |
| Project Engineer / Project Land Surveyor / Project Professional .....  | \$107.00         |
| Senior Project Engineer /& Senior Project Land Surveyor / Senior Project Professional .....  | \$119.00         |
| Engineering Manager / Land Surveying Manager / Professional Manager .....  | \$129.00         |
| Principal .....  | \$150.00         |
| <br><b>Technical Staff – Engineering/Surveying/Commissioning</b>   |                  |
| Technician I .....   | \$ 52.00         |
| Technician II .....  | \$ 68.00         |
| Senior Technician .....  | \$ 75.00         |
| Chief Technician .....   | \$ 85.00         |
| Computer Specialist .....  | \$ 92.00         |
| Designer and Surveyor .....  | \$ 93.00         |
| Senior Designer and Senior Surveyor .....  | \$ 98.00         |
| Project Designer and Project Surveyor .....  | \$104.00         |
| Senior Project Designer .....  | \$116.00         |
| Administrative Support .....   | \$ 51.00         |
| <br><b>Specialists</b>   |                  |
| Project Planner .....  | \$ 97.00         |
| Systems Integration Intern I .....   | \$ 78.00         |
| Systems Integration Specialist II .....  | \$104.00         |
| Systems Integration Manager .....  | \$124.00         |
| <br><b>Professional Staff - Architecture</b>   |                  |
| Architectural Intern I .....   | \$ 72.00         |
| Architectural Intern II .....  | \$ 80.00         |
| Architect .....  | \$ 90.00         |
| Senior Architect & Senior Landscape Architect .....  | \$ 95.00         |
| Project Architect .....  | \$105.00         |
| Senior Project Architect .....   | \$113.00         |
| Architectural Manager .....  | \$121.00         |
| Principal-Architecture .....   | \$140.00         |
| <br><b>Technical Staff - Architecture</b>  |                  |
| Architectural Technician .....   | \$ 62.00         |
| Senior Architectural Technician .....  | \$ 74.00         |
| Chief Architectural Technician .....   | \$ 80.00         |
| Architectural Designer .....   | \$ 85.00         |
| Senior Architectural Designer .....  | \$ 93.00         |
| Project Architectural Designer .....   | \$100.00         |
| Senior Project Architectural Designer .....  | \$111.00         |
| Computer Specialist .....  | \$ 92.00         |
| Administrative Support .....   | \$ 51.00         |
| <br><b>Miscellaneous – Engineering/Architecture/Surveying/Commissioning</b>  |                  |
| Overtime Requested by Client .....   | Negotiated       |
| Expert Testimony .....   | 2 x billing rate |
| Field Vehicle & Equipment .....  | \$ 9.50          |
| Automobile (per mile) .....  | \$ 0.51          |
| CADD Computer (per hour) .....   | \$ 10.00         |
| Consultants & Reimbursable Expenses Related to Project * .....   | Cost + 10%       |
| 1 Unit GPS (Maximum \$220 Day) .....   | \$22.00/hour     |
| 2 Unit GPS (Maximum \$440/Day) .....   | \$44.00/hour     |
| 3 Unit GPS (Maximum \$660/Day) .....   | \$66.00/hour     |
| Robotic Total Station .....  | \$22.00/hour     |
| * Includes the actual cost of blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services. |                  |

**RATES EFFECTIVE UNTIL JANUARY 1, 2008 UNLESS NOTIFIED**