

AGREEMENT #10125 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (County) and Farnsworth Group, Inc., 2709 McGraw Drive, Bloomington, IL 61704 (hereafter "Engineer").

RECITALS

WHEREAS, Lake County is seeking an Engineer to provide Engineering services for
PW#2010.005 2010 SCADA Improvements as described in Attachment A; and

WHEREAS, the Engineer is a professional provider of Engineering services; and

NOW, THEREFORE, Lake County and the Engineer AGREE AS FOLLOWS:

SECTION 1. AGREEMENT DOCUMENTS

This AGREEMENT constitutes the entire agreement between the County and the Engineer.

SECTION 2. SCOPE OF SERVICES

The Engineer shall provide engineering services described in Attachment A

SECTION 3. DURATION

The works shall be completed within 255 days after execution of this Agreement.

SECTION 4. INDEMNIFICATION

The Engineer agrees to indemnify and save harmless the County, their agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise out of Engineer's negligent acts in connection with the services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused by the conduct of the County, their agents, servants, or employees or any other person indemnified hereunder.

SECTION 5. INSURANCE

The Engineer must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- **Worker's Compensation Insurance** covering all liability of the Engineer arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.
- **Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from.
 - **General Aggregate Limit** \$3,000,000
 - **Each Occurrence Limit** \$1,000,000
- **Automobile Liability:**
 - **Bodily Injury, Property Damage (Each Occurrence Limit)** \$1,000,000

Engineer agrees that with respect to the above required Automobile Liability insurance, Lake County shall:

- Be named as additional insured by endorsement to the extent of the negligence of the Engineer;
- Be provided with thirty (30) days notice, in writing, of cancellation of material change;
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Central Services, 18 N. County St, Waukegan, IL 60085-4350.

SECTION 6. AGREEMENT PRICE

Lake County will pay to the Engineer the amount not to exceed \$ 125,850.00.

SECTION 7. INVOICES & PAYMENT

Invoices may be submitted for work performed on a monthly basis based upon the percent of work completed in the amount not-to-exceed in Section 6. Submit invoice(s) detailing the services provided. Payments shall be made in accordance with the Local Government Prompt Payment Act.

Engineer will address Invoices to:

Lake County Department of Public Works
 650 Winchester Road
 Libertyville, IL 60048-1391
 Attn: Peter Kolb

County will make Payments to:

Farnsworth Group, Inc.
 2709 McGraw Drive
 Bloomington, IL 61704

SECTION 8. STATEMENT OF OWNERSHIP

The drawings, specifications and other documents prepared by the Engineer for this Project are the property of the County, and Engineer may not use the drawings and specifications for any purpose not relating to the Project without the County's consent, except for the Engineer's services related to the Project. All such documents shall be the property of the County; provided, however, any use except for the specific purpose intended by this Agreement will be at the County's sole risk and without liability or legal exposure to the Engineer.

The Engineer shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Engineer.

SECTION 9. TERMINATION

Both parties reserve the right to terminate this Agreement, or any part of this Agreement, upon thirty(30) days written notice. In case of such termination, the Engineer shall be entitled to receive payment from the County for work completed to date in accordance with terms and conditions of this Agreement. In the event that this Agreement is terminated due to Engineer's default, the County shall be entitled to contract for consulting services elsewhere and charge the Engineer with any or all losses incurred, including attorney's fees and expenses.

SECTION 10. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 11. INDEPENDENT CONTRACTOR

The Engineer is an independent contractor and no employee or agent of the Engineer shall be deemed for any reason to be an employee or agent of the County.

SECTION 12. WARRANTIES

The Engineer represents and warrants to the County that none of the work included in this contract will in any way infringe upon the property rights of others. The Engineer shall defend all suits or claims for Engineer's infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

SECTION 13. ASSIGNMENT

Neither the Engineer nor the County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

SECTION 14. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 15. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 16. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 17. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 18. CHANGE IN STATUS


The Engineer shall notify the County promptly of any change in its status resulting from any of the following: (a)Engineer is acquired by another party; (b)Engineer becomes insolvent; (c)Engineer, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d)Engineer ceases to conduct its operations in normal course of business. The County shall have the option to terminate this Agreement with the Engineer immediately on written notice based on any such change in status.

SECTION 19. DELIVERABLES

The Engineer shall provide deliverable as identified in Attachment A.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

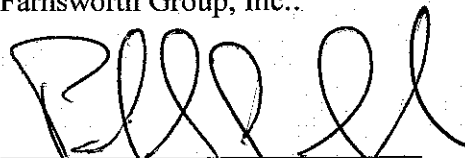
Lake County:



Gary Reis
Purchasing Agent

Date: 6-14-10

Farnsworth Group, Inc.:



Patrik J. Sheridan, P.E.
Engineering Manager

Date: 5-25-2010

Attachment A

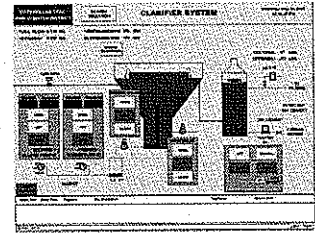
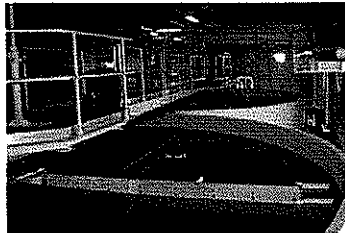
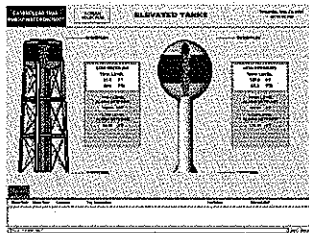
Agreement #10125

PW #2010.005 2010

SCADA Improvements



**Agreement for Professional Services
2010 SCADA Improvements Project**



Presented to
Lake County Public Works

May 20, 2010

AGREEMENT FOR PROFESSIONAL SERVICES

Lake County Department of Public Works 2010 SCADA Improvements Project (Northeast Region and Combined South Central/Central Region)

This AGREEMENT, effective 20th day of May, 2010 by and between the Lake County Department of Public Works, 650 W. Winchester Road, Libertyville, IL 60048, hereinafter referred to as the OWNER and Farnsworth Group, Inc., 2709 McGraw Drive, Bloomington, IL 61704 hereinafter referred to as FGI.

The OWNER intends to design, construct and implement select improvements, revisions and/or upgrades to the Lake County Public Works SCADA System.

The Scope of Services to be provided under this agreement is as follows:

Services Item 1: Perform a Site Inspection and General Inventory of the SCADA system components in the Lake County Public Works Central Administration; Northeast Region; South Central Region and Central Region. Verify existing equipment per the Exhibits as provided in the Statement of Interest #10072. The OWNER agrees to provide access to facilities, latitude/longitude or state plane coordinates of the Regional facilities, SCADA I/O and Tag Lists, and available record documents as available and as needed for system assessment and design.

The Lump Sum Fee payable to FGI for the Item 1 Services shall be \$9,965.00

- Services Item 2:
- a. Perform a telemetry analysis for line of site and radio frequency propagation/degradation from the remote sites in the Northeast Region to a Northeast Regional Hub; review available telemetry options in each region and provide recommendation to the OWNER.
 - b. Perform a telemetry analysis for line of site and radio frequency propagation/degradation from the remote sites in the South Central/Central Region remote sites combined to a Regional Hub in the South Central Region; review available telemetry options in each region and provide recommendation to the OWNER.
 - c. Perform a telemetry analysis for line of site and radio frequency propagation/degradation from the Northeast and combined South Central/Central Hubs to the Lake County Public Works Central Administration location; review available telemetry options in each region and provide recommendation to the OWNER.

The Lump Sum Fee payable to FGI for the Item 2a Services shall be \$6,900.00

The Lump Sum Fee payable to FGI for the Item 2b Services shall be \$20,425.00

The Lump Sum Fee payable to FGI for the Item 2c Services shall be \$10,100.00

Services Item 3: After completion of the above items and concurrence/approval of the telemetry system recommendations by the OWNER, prepare plans, specifications and contract documents for public competitive bidding of the SCADA improvements (exclusive of SCADA design, programming and startup testing/de-bugging or other Professional Engineering Services). Contract Documents will be prepared specific to each Region (Northeast and combined South Central/Central). Additionally, based on outcome of item 2c, provide plans, specifications and documents for the wide area network for these two regions.
The Lump Sum Fee payable to FGI for the Item 3 Services shall be \$32,850.00

Services Item 4: Perform a study and provide a summary letter report of the existing SCADA hardware components and software platforms. Provide a recommendation of hardware and software upgrades and improvements including a phased schedule recommendation. A planning level budget estimate shall be included in the letter report. The study shall address the Northeast Region; combined South Central/Central Region; and the Lake County Public Works Central Administration.

The Lump Sum Fee payable to FGI for the Item 4 Services shall be \$9,980.00

Services Item 5: Conduct and chair three (3) work session meetings with the OWNER to review options, status, update progress and gather specific OWNER input during progression of the work in items 3 and 4 above.

Provide 90% complete design plans/specifications and report to the OWNER for review/comment. Two (2) work sessions shall be performed prior to the 90% review submission. One (1) work session shall be conducted after the 90% OWNER review and prior to the competitive bidding or other material/work solicitation by the OWNER of the planned improvements.

The OWNER agrees to attend the work sessions with applicable and knowledgeable Operators, Maintenance, Engineering and Project Management staff and provide consistent comment, direction and input FGI can incorporate into the design and planning work.

At the 90% completion stage and prior to bidding solicitation FGI shall prepare an estimate of probable construction for the proposed improvements.

The Lump Sum Fee payable to FGI for the Item 5 Services shall be \$10,625.00

Services Item 6: Provide Bidding Phase assistance to include:

- a. Furnish one electronic (Auto Cad or Microstation) and two sets of paper Plans, Specifications and Contract Documents to the OWNER.
- b. Provide interpretation of the Contract Documents to qualified bidders; and prepare technical data for addenda to the Contract Documents.

Fees for Item 6 Services are payable on a Time and Materials Basis in accordance with the attached Fee Schedule effective through December 31, 2010. (The standard FGI fee schedule for subsequent calendar years shall be applicable from January 1 through December 31 of the subsequent calendar year).

Services Item 7: After the OWNER has awarded a contract for construction of the Improvements, FGI will provide the following services:

- a. Review any necessary shop drawings and component submittals furnished by the applicable contractors.
- b. Interpret the intent of the Drawings and Specifications to the OWNER and Contractor(s). FGI will not however guarantee the performance or certify the work of any contractor.
- c. Provide general engineering observation of the work of the contractor(s) as construction progresses. Provide supplemental instructions as needed to the OWNER to clarify elements of the design (where required or requested by the OWNER). Provide punch lists of incomplete or corrective work required by the Contractor(s).
- d. Attend construction meetings as requested/directed by the OWNER.
- e. Provide technical information, design and documentation to the OWNER for the development of project change orders as may be required to extend or improve the Project during construction. Such changes shall be initiated to the OWNER's direction.
- f. Provide one (1) paper and (1) electronic set of Record Drawings of the improvements to the OWNER after receipt of all notes, markups and revisions by the Contractor(s).
- g. Assist OWNER in system startup and adjustment and coordination and warranty issues with component vendors and the Contractor(s).

Fees for Item 7 Services are payable on a Time and Materials Basis in accordance with the attached fee schedule effective through December 31, 2010. The standard FGI fee schedule for subsequent calendar years shall be applicable from January 1 through December 31 of the subsequent calendar year.

The Schedule for the Scope of Services in this Agreement shall be as follows:

- A. Item 1 – within two weeks of Agreement approval.
- B. Item 2 – Site work within six weeks of Agreement approval (ambient weather conditions permitting effective testing and data acquisition). Submit telemetry recommendation within two weeks of site work completion.
- C. Items 3, 4 and 5 – Submit 90% documents within four months of approval of the telemetry recommendations. Complete contract documents within three weeks of the post 90% work session and receipt of all OWNER comments.
- D. Item 6 – Bidding Phase Services shall be performed following the OWNERS Advertisements for Bids and through OWNER Contract Award.
- E. Item 7 – Construction Phase Services shall begin with the OWNERS Notice to Proceed to the Contractor(s) and continue for the duration of the construction work. The end date of services shall be up to 12 months following OWNER final payment to the Contractor for troubleshooting assistance; training; guidance; problem investigation; and securing necessary warranty corrective work from the applicable vendors and Contractor(s).

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the OWNER and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and FGI.

In WITNESS whereof, the parties hereto have made and executed this AGREEMENT.

OWNER

Lake County Public Works

By: [Signature]
Signature

Name/Title: GARY REIS
Purchasing Agent

Attest: [Signature]
Signature

Name/Title: Notary

FGI

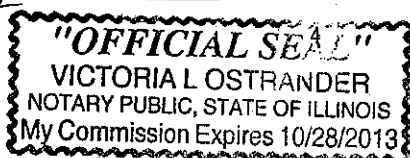
Farnsworth Group, Inc.

By: [Signature]
Signature

Name/Title: Patrik J. Sheridan, P.E.
Engineering Manager

Attest: _____
Signature

5.25.2010



Name/Title: Bruce Drake
Systems Integration Manager

Date: May 20, 2010

Client: Lake County Public Works

Project: 2010 SCADA Improvements

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 a 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, suspend and/or 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. 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 services to be provided hereunder, FGI and Client agree to comply with applicable federal, state, and local laws and ordinances and 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.

Ownership of Instruments of Service: Any drawing, reports and data in any form, including electronic media (documents) generated by FGI, are Instruments of Service of FGI. Nevertheless, the documents shall become the property of the Client upon payment in full of all monies due FGI. The Client agrees not to reuse the documents for any purpose other than for the Project. The Client further agrees to waive all claims against FGI resulting in any way from any use or reuse of the documents and electronic files for any other project by anyone other than FGI. Electronic files furnished by FGI shall be subject to an acceptance period of thirty (30) days after which the electronic files shall be deemed accepted and FGI shall have no obligation to correct errors or maintain them. Differences may exist between the electronic files and the printed hard-copy documents. In the event of a conflict between the hardcopy documents prepared by FGI and electronic files, the hard copy documents shall govern. Client agrees to defend against all damages, liabilities or costs arising from any changes made by anyone other than FGI or from any reuse of the documents without the prior written consent of FGI. Delivery of the documents for use by the Client shall not be deemed a sale. FGI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Standard of Care: The services will be performed for the exclusive benefit of Client. 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. Except as set forth herein, FGI makes no other representation, guarantee or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by FGI or Client, or in any report, opinion, document or otherwise.

Limitation of Liability: Client agrees to limit FGI's liability to Client arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater. If Client prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of Client's written request at the time of accepting our Proposal, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater. FGI is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of FGI's performance or nonperformance of its service. Any claim shall be deemed waived unless made by Client in writing and received by FGI within one (1) year after completion of the service.

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, FGI's 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, Client should 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. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being

obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof.

Indemnification: FGI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by FGI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom FGI is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless FGI, its officers, directors, employees and subconsultants (collectively, FGI) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, FGI or anyone for whom the Client is legally liable. Neither the Client nor FGI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

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 first page of this Agreement 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.

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 the services 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.

Right of Entry: Client shall provide for FGI's right to enter property owned by Client and/or others in order for FGI to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary

aspect of the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against FGI and to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from FGI's damaging underground utilities or other man-made objects that were not called to FGI's attention or which were not properly located on plans furnished to FGI. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of soil and rock will be discarded sixty (60) days after report submittal. Upon Client's authorization, samples will be either delivered according to Client's instructions or stored for an agreed charge.

Shop Drawing Review: Client agrees that FGI shall review shop drawing submissions solely for their conformance with FGI's design intent and conformance with information given in the construction documents. FGI shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. Client warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to FGI.

Job Site: Services performed by FGI during construction will be limited to providing assistance in quality control and to dealing with questions by the Client's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. FGI will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FGI will not be responsible for the Contractor's obligation to carry out the work according to the Contract Documents. FGI will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

Authority and Responsibility: FGI shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

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, 2010

Professional Staff – Engineering/Surveying	Per Hour
Engineering Intern I / Professional Intern I	\$ 88.00
Engineering Intern II / Professional Intern II	\$ 96.00
Engineer / Land Surveyor / Professional	\$ 103.00
Senior Engineer / Senior Land Surveyor / Senior Professional	\$ 108.00
Project Engineer / Project Land Surveyor / Project Professional	\$ 120.00
Senior Project Engineer / Senior Project Land Surveyor / Senior Project Professional	\$ 133.00
Engineering Manager / Land Surveying Manager / Professional Manager	\$ 145.00
Principal	\$ 168.00
 Technical Staff – Engineering/Surveying	
Technician I	\$ 57.00
Technician II	\$ 76.00
Senior Technician	\$ 83.00
Chief Technician	\$ 96.00
Computer Specialist	\$ 103.00
Designer / Surveyor	\$ 104.00
Senior Designer / Senior Surveyor	\$ 109.00
Project Designer / Project Surveyor	\$ 116.00
Senior Project Designer	\$ 130.00
Administrative Support	\$ 57.00
 Specialists	
Project Planner	\$ 109.00
Senior Project Planner	\$ 119.00
Government Affairs Professional	\$ 136.00
Senior Government Affairs Professional	\$ 168.00
Systems Integration Specialist I	\$ 88.00
Systems Integration Specialist II	\$ 96.00
Systems Integration Specialist III	\$ 103.00
Senior Integration Specialist	\$ 116.00
Systems Integration Manager	\$ 116.00
 Professional Staff - Architecture	
Interior Design Professional I	\$ 67.00
Interior Design Professional II	\$ 77.00
Interior Design Professional III	\$ 87.00
Architectural Intern I	\$ 78.00
Architectural Intern II	\$ 87.00
Architect	\$ 98.00
Senior Architect / Senior Landscape Architect	\$ 104.00
Project Architect	\$ 114.00
Senior Project Architect	\$ 125.00
Architectural Manager	\$ 133.00
Senior Architectural Manager	\$ 140.00
Principal-Architecture	\$ 155.00
 Technical Staff - Architecture	
Architectural Technician	\$ 69.00
Senior Architectural Technician	\$ 81.00
Chief Architectural Technician	\$ 88.00
Architectural Designer	\$ 94.00
Senior Architectural Designer	\$ 102.00
Project Architectural Designer	\$ 109.00
Senior Project Architectural Designer	\$ 122.00
Computer Specialist	\$ 101.00
Administrative Support	\$ 57.00
 Miscellaneous – Engineering/Architecture/Surveying/Commissioning	
Overtime Requested by Client	Negotiated
Expert Testimony	2 x billing rate
Field Vehicle & Equipment	\$10.00/hour
Automobile (per mile)	\$ 0.52
CADD Computer (per hour)	\$ 10.00
Consultants & Reimbursable Expenses Related to Project *	Cost + 10%
1 Unit GPS (Maximum \$440/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, 2011 UNLESS NOTIFIED