

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

March 28, 2016

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Corey Hendrickson

Board Members

Michael Barr-Mayor Pro-Tem

Jamie Buckley

Samuel Snider

Paul Hood

Sam Baird

Larry Whitman

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
March 28, 2016
7:00 P.M.**

Posted March 22, 2016

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** March 28, 2016 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

Call the meeting to order

1. **Roll Call.**
2. **Agenda Amendments/Approval of Agenda.**
3. **Approval of the Minutes from the regular meeting March 14, 2016.**
4. **Citizen Input. (5 minutes each)**
5. **Ordinance accepting the contract agreement with the Mark Chapman Band for entertainment at the 2016 Freedom Fest. (2nd Read) Discussion/Vote.**
6. **Discussion/Vote to accept proposal by GHN for Architecture at City Hall.**
7. **New Business.**
8. **Unfinished Business.**
9. **Adjourn Meeting.**

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS. REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING THE CITY CLERK AT 417-742-5302.

Jennifer Rowe
City Clerk

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
March 14, 2016
7:00 p.m.**

Staff present: City Clerk, Jennifer Rowe; Community Services Director, J.C. Loveland; Chief Financial Officer, Carolyn Halverson; Chief of Police, Tom McClain; and Director of Development, Randy Brown.

City Attorney Ken Reynolds was present.

Citizens in attendance: JD Landon, Jim Vaughn, Lucille Murray, Mindy Latham, Abigail Wilson and James Hanson.

Pledge of Allegiance.

The Pledge of Allegiance was led by Mayor Hendrickson.

Call to Order.

Mayor Hendrickson called the meeting to order at 7:05 p.m.

Roll Call.

The City Clerk conducted the roll call. Alderman Buckley---, Alderman Whitman-present, Alderman Snider-present, Alderman Barr-present, Alderman Baird-present, Alderman Hood-present and Mayor Hendrickson-present.

Agenda Amendments/Agenda Approval.

The City Clerk requested that item fourteen (14) be changed from an Ordinance to just a Discussion/Vote as a preliminary plat does not need an ordinance. Motion was made by Alderman Baird and seconded by Alderman Barr to accept the agenda with changes. The motion carried with a vote of 5-0. Voting aye: Aldermen Whitman, Barr, Snider, Baird and Hood.

Approve the Minutes of the Regular Meeting February 22, 2016.

Motion was made by Alderman Baird and seconded by Alderman Barr to approve the minutes. The motion carried with a vote of 5-0. Voting aye: Aldermen Hood, Whitman, Snider, Barr and Baird.

Ceremonial Matters.

Chief of Police Tom McClain swore in Officer Andrew Stone.

Citizen Input.

Lucille Murray spoke to the Board about the Arbor Day celebration that will be April 1st, 2016 at 4:00 p.m at Jackson Street Park. This will be held southwest of the pool house.

Financial Reports.

- a) Motion was made by Alderman Barr and seconded by Alderman Hood to accept the Financial Statements. The motion carried with a vote of 5-0. Voting aye: Aldermen Hood, Whitman, Snider, Barr and Baird.
- b) Motion was made by Alderman Baird and seconded by Alderman Whitman to accept the Outstanding Invoices, Paid Invoices, Online Payments and Transfers. The motion carried with a vote of 5-0. Voting aye: Aldermen Barr, Baird, Snider, Hood and Whitman.
- c) Motion was made by Alderman Barr and seconded by Alderman Snider to accept the Adjustments Report. The motion carried with a vote of 5-0. Voting aye: Aldermen Barr, Baird, Snider, Hood and Whitman.

Department Head Reports.

The Department Heads presented their reports to the Board.

The Chief of Police informed the Board that the Administrative Assistant had submitted her resignation and the position will be filled within the next month.

The Community Services Director discussed his desire to bring tennis courts to the Parks Department. Prior planning already indicated a place for the courts to be built. There is a group of citizens that have already begun raising money to assist with building them. The School District is also interested in working with the Parks Department. He is going to speak with them further to see if they would be willing to help with the cost. This will be brought back to the Board at a later date with more information.

He also discussed the pool and the possibility of new pool accessories. He requested approval for the Parks Department to build something in the pool instead of purchasing something premade as this would save the City money. The City Attorney discussed the liability issue when something is built by the City employees. Motion was made by Alderman Hood and seconded by Alderman Barr to allow for the Parks Department to build the pool accessory with the help of Public Works. Motion carried with a vote of 3-2. Voting aye: Aldermen Whitman, Barr and Hood. Voting nay: Aldermen Snider and Baird.

The Board requested that the Mayor follow up with the City Administrator regarding the absence of a public works official for the meeting.

Ordinance amending Section 710.470 Sewer Rates. (2nd Read) Discussion/Vote.

Second read was conducted by the City Clerk.

Motion was made by Alderman Hood and seconded by Alderman Barr to amend Section 710.470 Sewer Rates. The motion carried with a vote of 3-1. Voting aye: Aldermen Whitman, Barr and Hood. Voting nay: Alderman Baird. Alderman Snider abstained.

Ordinance amending Section 605.060 Terms of License. (2nd Read) Discussion/Vote.

Second read was conducted by the City Clerk.

Motion was made by Alderman Hood and seconded by Alderman Whitman to amend Section 605.060 Terms of License. Motion carried with a vote of 5-0. Voting aye: Aldermen Whitman, Barr, Snider, Baird and Hood.

Ordinance amending Section 715.030 Identity Theft Prevention Program. (2nd Read) Discussion/Vote.

Second read was conducted by the City Clerk.

Motion was made by Alderman Whitman and seconded by Alderman Hood to amend Section 715.030 Identity Theft Prevention Program. Motion carried with a vote of 5-0. Voting aye: Aldermen Barr, Whitman, Snider, Baird and Hood.

Ordinance accepting the contract agreement with the Mark Chapman Band for entertainment at the 2016 Freedom Fest. (1st Read) Discussion/Vote.

The Community Services Director informed the Board that the Members Only band that they usually used during Freedom Fest was booked this year. The Mark Chapman Band is well known and will be a great option. Motion was made by Alderman Barr and seconded by Alderman Baird to accept the contract agreement with the Mark Chapman Band for entertainment at the 2016 Freedom Fest. Motion carried with a vote of 5-0. Voting aye: Aldermen Whitman, Snider, Barr, Baird and Hood.

Discussion/Vote on bid approval for Parks Department big gym floor.

The Community Services Director discussed the bids that were received by the Parks Department for refinishing the big gym floor. The Park Board had indicated their desire to go with Hillyard as they were the cheapest bid and have done work before. Motion was made by Alderman Barr and seconded by Alderman Baird to approve the bid made by Hillyard for the big gym floor. Motion carried with a vote of 5-0. Voting aye: Aldermen Barr, Whitman, Snider, Baird and Hood.

Discussion/Vote on bid approval for Parks Department Baseball field repair.

The Community Services Director discussed the bids that were received by the Parks Department for the Baseball field repair. The Park Board indicated their desire to go with Turfmark Services as they were the lowest bid. Motion was made by Alderman Baird and seconded by Alderman Snider to approve the bid made

by Turfmark Services for the Baseball field repair. Motion carried with a vote of 5-0. Voting aye: Aldermen Whitman, Snider, Barr, Baird and Hood.

Discussion/Vote on preliminary plat approval for Green Acres Subdivision located at 119 N. State Highway Z. Parcel # 880723301002.

The Director of Development informed the Board that the Planning and Zoning Board had approved the preliminary plat for Green Acres Subdivision with the option of a storm water buyout. The property has a storm water drain that went three (3) directions. The City Code provides for a storm water buyout. Motion was made by Alderman Baird and seconded by Alderman Snider to approve the preliminary plat for Green Acres Subdivision. Motion carried with a vote of 5-0. Voting aye: Aldermen Whitman, Snider, Barr, Baird and Hood.

Ordinance accepting Project 9900 (841) STP-Urban revised Agreement with the Missouri Highways and Transportation Commission. (1st and 2nd Read) Discussion/Vote.

The Director of Development informed the Board that this was just a revision to push back the time deadline to ensure that the grant money was still received for the project. Motion was made by Alderman Barr and seconded by Alderman Hood to accept Project 9900 (841) STP-Urban revised Agreement with the Missouri Highways and Transportation Commission. Motion carried with a vote of 5-0. Voting aye: Aldermen Whitman, Snider, Barr, Baird and Hood.

Second read was conducted by the City Clerk.

Motion was made by Alderman Hood and seconded by Alderman Barr to accept Project 9900 (841) STP-Urban revised Agreement with the Missouri Highways and Transportation Commission. Motion carried with a vote of 5-0. Voting aye: Aldermen Whitman, Snider, Barr, Baird and Hood.

New Business.

The Director of Development informed the Board that the Greenways Trail is looking at the Century 21 Building to be used as a depot and pavilion with restrooms. They have received some grant money for the project but are in need of more funding. The Chamber has agreed to assist with some funding as well. The City is being asked to assist as well.

Unfinished Business.

Alderman Snider informed the Board that he met with the Superintendent of Willard Schools regarding the Convoy of Hope project. The Superintendent told him that they are interested in working with the Convoy of Hope project as well.

Alderman Whitman requested an update regarding the contract with Republic Services. The Mayor informed the Board that he had discussed with the City Administrator what was happening. He indicated that a letter had been given to Republic Services requesting an end to the contract and we would be going out for bids at a future date. The Board asked about the contract and when it expired. The City Clerk informed the Board at a contract had been signed in 2015, but Republic Services had indicated a desire to work with the City and said the deadlines were not necessary at this moment. Christopher Snyder with Republic said he will be coming to the City with some possible reductions in service cost.

Adjourn.

Motion was made by Alderman Whitman and seconded by Alderman Barr to adjourn. The motion carried with a vote of 5-0. Voting aye: Aldermen Barr, Whitman, Snider, Baird and Hood.

The meeting was adjourned at 8:45 p.m.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor of Willard



AGENDA ITEM # 5

Ordinance accepting the contract agreement with the Mark Chapman Band for entertainment at the 2016 Freedom Fest. (2nd Read) Discussion/Vote.

Sponsored by the Parks Department.



Appearance Agreement

THIS AGREEMENT is entered into this 18th day of February, 2016 by and between the Performance Group ("PG") and Buyer identified below (collectively, the "Parties").

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages PG to provide a Performance upon the following terms:

1) **Performance Group.** Mark Chapman Band

2) **Performance Group Contact/Authorized Agent.**

Kristi Hayes
1497 US HWY 60
Pierce City, Mo 65723
417.354.1772 (ph)
417.476.2312 (fax)

3) **Buyer Name and Address.**

Willard Freedom Fest
Contact: JC 417-880-7887

4) **Place of Performance.** _Willard Park_____

5) **Date of Performance.** Saturday, June 25, 2016

6) **Time of Performance.** 6:30/7pm – 10:30pm* breaks included along with fireworks display from appx. 9:30-10pm

7) **Breaks.** Up to but not exceeding 15 min per hour (as determined by PG).

8) **Performance Fee.** Buyer shall pay a Performance Fee of ___\$4500___, paid as follows:

A. A Deposit of _____0_____ upon execution of this Agreement.

B. The Balance of ___\$4500___ paid in full (**hand delivered in a sealed envelope only to Mark Chapman or Kristi Hayes**) at load in, prior to the Performance*

***Checks made payable to Mark Chapman**

9) **Promotion.** N/A

10) **Insurance.** Buyer warrants and represents that it has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of PG at the Place of Performance.



AGENDA ITEM # 6

**Discussion/Vote to accept proposal by GHN for
Architecture at City Hall.**

Sponsored by the Director of Development.



AIA®

Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the 13th day of March in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Willard
224 W. Jackson Street
Willard, MO 65781
Telephone Number: 417-742-3033

and the Architect:
(Name, legal status, address and other information)

Gaskin Hill Norcross of Missouri, Inc.
300 S. Jefferson Ste. 301
Springfield, MO 65806
Telephone Number: 417-869-0719
Fax Number: 417-869-3044

for the following Project:
(Name, location and detailed description)

Renovations to Lobby and Transaction Counters

Interior renovations of portions of the existing public lobby and transaction counters in the existing City Hall. It is anticipated that the scope of construction will include new transaction counters, glazing, a door, and hardened wall construction for additional security. A new pass-through window for the courtroom, improved accessibility, and new finishes may also be included as the budget allows.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Site: Existing City Hall building, 224 W. Jackson Street

Budget: The preliminary budget for design and construction is \$40,000

Program: Provide enhanced security for employees at the public transaction counters, and improvements to finishes and accessibility as the budget allows.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

(Paragraphs deleted)

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques,

sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services **three (3)** site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within **six (6)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

~~§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.~~

~~§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.~~

~~§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of

construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A stipulated sum of Four thousand dollars and no cents (\$4,000.00), pro-rated by phase of service and invoiced monthly as further described in Section 11.1.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly based on Architect's standard billing rates, unless otherwise agreed in writing.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly based on Architect's standard billing rates, unless otherwise agreed in writing.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10.0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	thirty-five	percent (	35	%)
Construction Documents Phase	forty-five	percent (	45	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "A" attached.

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Printing of Bidding and Construction Documents
- .4 Postage, handling and delivery;

(Paragraphs deleted)

- .5 All taxes levied on professional services and on reimbursable expenses;

(Paragraph deleted)

- .6 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0.0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of

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~~the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:—~~

~~In lieu of a licensing fee, the Owner shall defend, indemnify, and hold harmless the Architect for any claim resulting from the use of the Architect's Instruments of Service.—~~

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

~~§12.1 In recognition of the relative risks and benefits to the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed a sum equal to three (3) times the Architect's total fee received for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.—~~

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

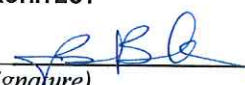
This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT


(Signature)

J.W. Brad Baker, President

(Printed name and title)

Digitally signed by JW Brad Baker

Date: 2016.03.13 18:21:31 -05'00'

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User Notes:

(1412462195)



300 S. Jefferson Ste 301
Springfield, Missouri 65806

SCHEDULE OF HOURLY RATES

EXHIBIT "A"

Hourly Rates for Basic Services, Additional Services and Project Representation
beyond Basic Services:

Principals

Principal Level 4	\$ 200	per hour
Principal Level 3	\$ 175	per hour
Principal Level 2	\$ 150	per hour
Principal Level 1	\$ 125	per hour

Architects

Project Manager Architect	\$ 110	per hour
Architect Level 4	\$ 95	per hour
Architect Level 3	\$ 85	per hour
Architect Level 2	\$ 75	per hour
Architect Level 1	\$ 70	per hour
Landscape Architect	\$ 90	per hour

Engineers

Project Manager Engineer	\$ 125	per hour
Engineer Level 6	\$ 100	per hour
Engineer Level 5	\$ 75	per hour
Engineer Level 4	\$ 70	per hour
Engineer Level 3	\$ 65	per hour
Engineer Level 2	\$ 60	per hour
Engineer Level 1	\$ 55	per hour

Technical Staff or Interns

Technical Staff or Intern Level 7, 8	\$ 85	per hour
Technical Staff or Intern Level 5, 6	\$ 70	per hour
Technical Staff or Intern Level 3, 4	\$ 65	per hour
Technical Staff or Intern Level 1, 2	\$ 60	per hour

Interior Design

Interior Designer	\$ 70	per hour
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Administrative and Clerical

Administrative Staff	\$ 75	per hour
Clerical Staff Level 2	\$ 60	per hour
Clerical Staff Level 1	\$ 50	per hour

Mileage Reimbursement (When Applicable)

2016 IRS Rate	\$0.540	per mile
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