

**RECORDING
NOT REQUIRED**

RETURN TO:

**CITY CLERK OF TROY
116 E. MARKET STREET
TROY, IL 62294**

**CITY OF TROY
RESOLUTION 2023 – 26**

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT WITH FGM ARCHITECTS FOR PROFESSIONAL
SERVICES CONCERNING THE PREPARATION OF A PLANNING STUDY
REGARDING THE CITY'S POLICE AND GENERAL ADMINISTRATIVE FACILITES**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 15TH DAY OF MAY 2023**

RESOLUTION NO. 2023 – 26

A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FGM ARCHITECTS FOR PROFESSIONAL SERVICES CONCERNING THE PREPARATION OF A PLANNING STUDY REGARDING THE CITY'S POLICE AND GENERAL ADMINISTRATIVE FACILITES

WHEREAS, the City believes it is in the best interest of the City and its citizens to enter into an Agreement with FGM Architects for the preparation of a planning study regarding the City's police and general administrative facilities; and

WHEREAS, the City and FGM Architects have negotiated the terms, conditions and rates of the Agreement attached hereto and incorporated herein as Exhibit A and the City believes that such terms, conditions and rates are in the best interest of the health, safety and general welfare of its citizens; and

WHEREAS, to the extent that public bidding is so required, the City does not believe it would obtain any meaningful benefit by soliciting bids for the subject work herein, and therefore, the City waives any such bidding requirements to the extent they so may apply.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. At least two-thirds of the corporate authorities of the City believe it is in the best interest of the City to waive any applicable bidding requirements, if any.
3. The Mayor of the City of Troy, Illinois is hereby authorized to execute and enter into the attached Agreement with FGM Architects, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
4. This Resolution shall be in effect following its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 15th day of May, 2023.

Aldermen:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>8</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>0</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED:

By: David Nonn
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: Kimberly Thomas
KIMBERLY THOMAS, Clerk
City of Troy, Illinois



FGMARCHITECTS

VIA EMAIL

November 22, 2022 Revised nA

City of Troy
c/o Mr. Christopher M. Wasser, Assistant Chief
Troy Police Department
116 East Market Street
Troy, Illinois 62294

Re: Proposal for Professional Architectural Services
Police and Municipal Facilities Planning Study

Dear Chris:

FGM Architects (FGMA) is pleased to submit this proposal for professional architectural services to facilitate a planning study for City of Troy's (City) Police and Municipal facilities, to focus initially and primarily on a scenario that would (a) relocate Police and PSAP into new facilities on the existing City-services campus, and (b) renovate and upgrade City Hall (116 East Market Street) to utilize space made available by Police and PSAP's extrication to a new structure. We are also prepared to compare this initial scenario with a new Police facility on a separate, to be determined site, if so directed by the Owner.

We appreciate this opportunity to serve City and its stakeholders. On the following pages, please find our understanding of the project scope, our proposed team and compensation, and our current schedule of hourly rates. I would add that we have allocated specific resources for this project – namely, Ray Lee and Brian Wright – who I believe are familiar to certain members of the City's team and who we believe firmly will provide value added to the City of Troy.

Should you have questions regarding the proposed scope of work or require any additional information, please do not hesitate to communicate with any of our team members at your convenience.

Thank you again for this most exciting and meaningful opportunity – we look forward to continuing our relationship with City of Troy through delivery of this commission.

Respectfully Submitted,
FGM Architects Inc.



Joshua N. Mandell, AIA, NCARB, LEED® AP BD+C
Principal-in-Charge
618.624.3364 office | 314.805.9976 mobile
joshuamandell@fgmarchitects.com

Enclosure

Cc: Mr. Jay Keeven, City Administrator
Mr. Brent Shownes, Chief of Police

WE BUILD COMMUNITY
FGM Architects Inc. | An Employee-Owned Firm
Illinois • Missouri • Texas • Wisconsin • Virginia

FGMARCHITECTS

Proposal for

Professional Architectural Services

for

**CITY OF TROY ILLINOIS
POLICE AND MUNICIPAL FACILITIES PLANNING STUDY**



Submitted to:

CITY OF TROY

c/o Mr. Christopher M. Wasser, Assistant Chief
Troy Police Department
116 East Market Street
Troy, Illinois 62294

By:

FGM ARCHITECTS INC.

475 Regency Park, Suite 325
O'Fallon, Illinois 62269

November 22, 2022 Revised nA

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Illinois • Missouri • Texas • Wisconsin • Virginia

1.0 OBJECTIVES OF PROJECT

- 1.1 The City of Troy, hereinafter referred to as City and / or Owner with equal weight and meaning, intends to engage a team of Architects and Engineers to prepare a planning study with respect to City's police and general administrative facilities, to focus initially and primarily on one (1) scenario: (a) relocate police and PSAP into new facilities on the existing City-services campus, and (b) renovate and upgrade City Hall (116 East Market Street) to utilize space made available by police and PSAP's extrication to a new structure. This scenario would likely necessitate demolition of the existing structure to the north of City Hall which houses City code enforcement and some other services; it is assumed that all program contained within said structure could be accommodated within the space to be vacated by police. At prerogative of the Owner, our team would also be able to compare this initial scenario with a potential new police facility on a separate, to be determined site.

The planning study – hereinafter referred to as Study and / or Project with equal weight and meaning – shall review and document existing programming and space needs of City's police and PSAP facilities located at 116 East Market Street, shall generate and develop a proposed new facility program to accommodate space deficiencies apparent in the existing facility (including allowance for modest future growth), shall develop space plan diagrams, and shall test-fit multi-story (and if feasible, single-story) diagram(s) of the above identified scenario on the respective site. The Project will also document existing deficiencies at 116 East Market Street with regard to occupancy and function in the existing building by police and PSAP users. The Project will include generation of a cost opinion for one or multiple options of construction, after review and endorsement by the Owner. The Project will conclude with a recommendation to the Owner for how to potentially site and phase new construction, and what option may be most advantageous for City to consider implementing in the future.

For the Project, FGM Architects and our team intends to engage the City's Building Committee and / or designated Departmental representatives for guidance.

At Owner's prerogative, the purview of the Study might be expanded to include analysis of the existing City Hall, to develop a scope listing for potential renovations / upgrades, and to identify and propose prioritized options for remedy of deficiencies as recommended to improve and / or stabilize said existing facility.

Ultimately, the Project will be utilized to inform and facilitate City decision making as it relates to potential new construction of a police department as well as renovations and upgrade to the City Hall facilities, and in advance of a campaign to further design and construct or possibly to seek public support for such construction efforts. It may also be used to educate City personnel, elected officials, site neighbors and / or constituents at large about the current and future facility needs of City, as well as to identify deficiencies of the existing police, PSAP and general administrative structure which is believed to be an impediment to efficient and safe operations, best service to citizens, etc.

- 1.2 Interview(s) and observations will be performed as required, in order to vet the Police and City Hall facility space needs discussed previously, and to develop a space needs program for the purposes of this Study.
- 1.3 The Owner has agreed to identify a Building Committee or specific Departmental

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representatives. Those personnel shall participate in meetings and discussions regarding the Project.

- 1.4 The Owner has agreed to furnish a facilities deficiencies list as developed by the stakeholders of the Project.
- 1.5 A summary presentation of findings, recommendations will be made to the Building Committee, and subsequently to City (if so desired).
- 1.6 Project is premised on a meeting and discussion attended by FGMA and City to review this proposed Study subject and goals, conducted in the third quarter of 2022.
- 1.7 The Total Project Budget has not been established / communicated to the Design Team.

It remains to be seen what the desired scope of construction / renovations / upgrades per City might be, and therefore what would be the order of magnitude budget expectation, whether or not to phase construction tasks, when construction would necessarily occur, and so forth.

- 1.8 Project Schedule has not been firmly established but was preliminarily discussed during meeting between FGMA and City. At its prerogative, the Owner may direct FGMA to modify or extend the delivery of the Project, in particular if there is additional scope of service requested. It is FGMA's understanding that the Project (for scope proposed herewith) is to be underway by late 2022 / early 2023, for consideration by City.

We have assumed one (1) presentation of the FINAL report deliverable to City.

We have included no public engagement sessions within the scope. At the prerogative of the Owner, these may yet occur in the future, and might consist of an open house format or other public presentation open to the community at large. We would be happy to support the Owner in this manner if deemed a value-added process; public engagement would be in support of a construction campaign to affect new and / or renovated facilities, and intended to educate tax paying constituents and other City stakeholders.

In general, it is understood that Owner intends to internally weigh the options presented and recommendations of this Study once complete, and that there are general intentions by City to proceed with construction and renovations / upgrades no sooner than mid-2023. If City would so direct, our team could assist with additional services such as the aforementioned assessment of City Hall; more detailed scheduling for implementation of potential construction options, including phasing and single or multiple bid events; further development of design(s) and bid documents for construction / renovation; development of collateral for communications to the public and / or agency staff about design intent; more refined construction cost estimating for finite scopes of work; more developed engineering; and / or generation of photo realistic renderings and similar.

2.0 SCOPE OF PROFESSIONAL ARCHITECTURAL SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect with equal weight and meaning, as complemented by our team of proposed sub-Consultants as may be required – hereinafter referred to collectively as the Design Team – shall provide the following Professional Architectural Services for the Project. The Owner may elect to forego, expand or modify the tasks as identified below; a revised proposal for the Project would be furnished upon request.

2.1 Background and Initial Investigation

2.1.1 FGMA will examine existing conditions drawings and other materials from the original construction of the existing City Hall / Police / PSAP facility, as well as renovations and major upgrades carried out by the Owner over time, in order to ascertain and quantify spaces and uses of each building.

NOTE: Owner has already furnished these existing conditions drawings.

2.1.2 FGMA will facilitate a meeting with the Owner's Building Committee to affirm the space usage in the existing facility, and to review any forecasted / known areas of growth. In general, it was communicated that City does not anticipate major growth in the future beyond its right-sized spatial requirements, but the program of space needs will still allow for some adjustment to mission, service and personnel in the stated facility needs for new facilities. We will also document spaces at the existing City annex building north of 116 East Market Street, as this facility is assumed to be required to be removed and the resident personnel / departments relocated to City Hall, in order to site a new police department.

2.1.3 FGMA will employ the Owner's working list of deficiencies and conflicts with regard to the existing 116 East Market Street building and its use by a police department, and we will document and provide brief analysis of these items as well as any additional which our team observes.

2.2 Program Development

2.2.1 FGMA shall produce a program of space needs, to compare existing facility space allocation and usage against recommended standards and best practices, and against what might be realized in a new construction scenario.

2.2.2 FGMA and members of our project team may schedule and conduct additional interviews with certain City and Departmental personnel, in order to gain insight into the functionality and serviceability of various existing spaces, systems and aspects at each facility. We may concurrently furnish a questionnaire to the Owner which would be utilized by FGMA to initially generate the proposed 'ideal' program.

2.3 Analysis and Space Planning / Site Test-Fitting

2.3.1 FGMA and the consultant team shall prepare conceptual facility space plan diagrams for the identified scenario. Primary scenario of focus shall be for new police facilities to be built on the existing City-services campus, to be followed by renovations and upgrades to City Hall. At prerogative of the Owner, an optional additional scenario might compare the above with relocation of police / PSAP operations to a potential new location, property yet TBD.

2.3.2 With support of sub-Consultants as required, FGMA will review certain existing site infrastructure, including utilities, pavement, curbing and sewer, as well as site boundaries and property topography.

2.3.3 FGMA and the consultant team shall prepare a minimum of one (1) / maximum of three (3) proposed site test-fit diagrams for the identified scenario.

2.3.4 FGMA shall use Owner-provided, existing conditions drawings to generate electronic underlays for the purpose of developing site test-fit diagrams and / or conceptual floor

plan(s) – see below. The Design Team may also supplement documentation of the above via annotated plans and photographs.

2.4 Concept Design

- 2.4.1 FGMA and the consultant team shall generate and refine a conceptual floor plan for the new police department and PSAP facility, for Owner review and to facilitate generation of the cost opinion.
- 2.4.2 Exterior design imagery from similar projects will be shared with the Owner, which will allow the Design Team to communicate massing, styles and materials that the Owner can expect for their facility, and to steer development of a project-specific exterior rendering.
- 2.4.3 FGMA shall develop one (1) rendered view of the proposed new facility.
 - 2.4.3.1 Initially, this rendered view may be presented as one (1) or more black and white perspective images, from which we will work with Owner to select their preferred, rendered view. We would then generate a photo realistic rendering of the proposed prototypical building exterior as part of this phase.
Note that additional renderings can be generated as an additional service, at the prerogative of the Owner.
- 2.4.4 An order of magnitude, opinion of probable cost shall be developed – see below.

2.5 Opinion of Probable Cost

- 2.5.1 Based upon the services and recommendations listed above, as well as the conceptual design for the new Troy police department facility, FGMA shall provide an opinion of probable cost for the project. The opinion of probable cost will be based on recently completed construction of law enforcement and emergency communications facilities which are of similar size and scope. If there are costs developed for other sites (e.g. based on a comparative option to relocate police department to a new property), the cost opinion will be divided into individual sites / buildings, to simulate a linear, sequential procurement of multiple projects, and would therefore include forecasted escalation of costs over time.
 - 2.5.1.1 All fixed and constructed elements of the recommended scope(s) of work – including interior finishes, furnishings, fixtures, equipment, soft costs / contingencies and MEPFT engineering systems, as may be applicable – shall be included in the opinion of probable cost.
- 2.5.2 As may be the prerogative of the Owner, FGMA and the consultant team shall generate a listing of energy savings opportunities (e.g. solar photo-voltaic panels or wind energy infrastructure) which may be available for City to consider.

2.6 Report Deliverable and Summary Presentation

- 2.6.1 The product of efforts to this point shall be summarized in a DRAFT deliverable that will consist primarily of a space needs program, a narrative identifying deficiencies and obstacles to efficient operation of a police department in the existing 116 East Market Street facility, preliminary space and site planning / lay-out(s), and a working cost opinion. Any diagrams and notes, annotated photographs and plans, and other assessment data intake shall also be provided.
- 2.6.2 FGMA shall convene a meeting with the Owner to review and discuss options.
- 2.6.3 Revisions to the DRAFT deliverable shall be affected if requested by the Owner.
- 2.6.4 All information generated shall be incorporated into a FINAL deliverable report. Five (5) hard-copies and one (1) electronic copy (.PDF file format) of the FINAL deliverable are included in our fee – see below.
- 2.6.5 FGMA shall meet with the City to present the FINAL deliverable.

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2.7 Design Team

2.7.1 FGMA has proposed a Design Team which would allow us to carry-out the indicated assessment consulting services scope, as well as carry forward seamlessly into later phases of service with an educated and prepared team. In addition to in-house Architectural personnel, we have included potential supporting services by Civil Engineering and Structural Engineering, and Mechanical, Electrical, Plumbing, Fire Protection and Technology / Low-Voltage (MEPFT) Engineering consultants as part of this proposal.

Although anticipated to play only a minor role during this Study phase, sub-Consultants proposed for this Project include:

Millennia Professional Services (Millennia) – Civil Engineers

Kreher Engineering – Structural Engineers

SSC Engineering (SSC) – Mechanical, Electrical, Plumbing and Fire Protection Engineers, and Low-Voltage / Technology Systems Designers

Architecture shall be provided in-house by **FGM Architects**. Interior Design and Furniture, Fixtures and Equipment consulting would also be in-house by FGM Architects.

2.8 Excluded Services

2.8.1 The following services are not anticipated to be required, and thusly are not included in our Proposal. If deemed necessary, these might be provided as an additional service, or would be required to be provided separately by the Owner / by Owner's other Consultant:

2.8.1.1 Site Boundary and Topographic Surveys

2.8.1.2 Title Search

2.8.1.3 Geotechnical (soil borings and analysis)

2.8.1.4 Measured Drawings / digital models of Existing Buildings

2.8.1.5 Public Engagement (Town Hall, Open House, Charette, etc.)

2.8.1.6 Traffic Studies

2.8.1.7 Planning and Zoning Meetings

2.8.1.8 Photo-Realistic Renderings or other graphics – *except as listed above*

2.8.1.9 Energy Modeling and Projections of Utility Usage

2.8.1.10 Environmental Studies, including Hazardous Material testing and quantification

2.8.1.11 Facility Assessments – *except as listed above*

2.8.1.12 Detailed Construction Cost Estimating and Project Scheduling

2.8.1.13 Archaeological Assessment

2.8.1.14 Design for Hazardous Material Remediation (such as contaminated soils, asbestos, lead, mold, etc.).

NOTE: if so requested by the Owner, FGMA shall coordinate with a qualified Environmental Engineer and Testing Consultant to be engaged by the Owner for identification of and estimating for any future remediation work at any / all subject facilities.

2.8.1.15 Sewer / plumbing pipe or structure camera and video recording

NOTE: FGMA shall coordinate with a qualified sewer camera operator to be engaged by the Owner for location and identification of any storm or sanitary system deficiencies, obstructions, etc.

3.0 TERMS AND RESPONSIBILITIES

City of Troy and FGMA agree to the following:

3.1 Owner's Responsibilities

- 3.1.1 Provide full information regarding the requirements for the Project including, but not limited to City objectives, budget (when defined) and schedule (when defined).
- 3.1.2 Provide all existing conditions documentation available to assist the Architect and Engineers in the performance of their responsibilities.
- 3.1.3 Allow free access to the Project site(s).

3.2 Architect's Responsibilities

- 3.2.1 Services performed by the Architect and sub-Consultants (Design Team) under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
- 3.2.2 The Design Team shall maintain confidentiality of all information specifically designated as confidential by the Owner.
- 3.2.3 The deliverables to be furnished by the Design Team under this Agreement shall be as enumerated below:
 - 3.2.3.1 Five (5) hard-copies of the FINAL report plus an electronic copy in Portable Document File (.PDF) format.

3.3 Architect's Instruments of Service

- 3.3.1 Reports, studies, drawings, specifications and other documents, including those in electronic format prepared under this Agreement are Instruments of Service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other rights, including copyrights.
- 3.3.2 The Owner agrees that the report deliverable as developed by this Study shall not be used to solicit bids for construction, nor to guide the implementation of construction services.

3.4 Dispute Resolution

- 3.4.1 Any claim or other matters in question arising out of or related to this Agreement shall be subject to mediation between the two parties to the Agreement, as a precedent to the institution of legal proceedings by either party.

3.5 Termination

- 3.5.1 This Agreement may be terminated by the Owner or the Architect should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses. Neither party may assign this Agreement.

3.6 Miscellaneous Provisions

- 3.6.1 This Agreement shall be governed by the laws of the State of Illinois, and furthermore by the laws of the County of Madison, Illinois.

FGMA ARCHITECTS

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4.0 DESIGN TEAM COMPENSATION

The City of Troy (City) shall compensate FGM Architects and the Design Team for Professional Services rendered in connection with the Project under this Proposal as follows:

- 4.1 For all Professional Services performed as described in Paragraph 2.0 above except sub-Paragraph 2.4.3 (rendering – see below), City shall compensate FGMA and the Design Team **on an hourly basis not to exceed \$30,180.00 (thirty thousand one hundred eighty dollars and no cents)**. This will include five (5) hard-copies + one (1) electronic copy of the final report deliverable.
- 4.2 For Professional Services performed as described above in sub-Paragraph 2.4.3 (rendered perspective view) only, City shall compensate FGMA and the Design Team **on an hourly basis not to exceed \$3,750.00 (three thousand seven hundred fifty dollars and no cents)**.
 - 4.2.1 If additional renderings are desired by the Owner, we would be able to modify our fee through economization of assembly. The quantity, type and complexity / degree of exactness of renderings would be discussed before finalizing these fees and producing the renderings.
- 4.3 For any Additional Services directed and / or authorized by the Owner beyond the scope of this Proposal, FGMA and its sub-Consultants shall be compensated on an hourly basis. If so requested, a revised proposal may be submitted at the time of Additional Services.

Please see FGMA hourly rate table which follows.
- 4.4 In addition to the compensation indicated above, FGMA shall propose the following reimbursable expenses to be compensated by City at a 1.1 multiplier, on an as-expended, as-invoiced basis, up to a limit of **\$1,720.00 (one thousand seven hundred twenty dollars and no cents)**:
 - 4.4.1 Expense of printing / copying of additional copies of the report deliverable.
 - 4.4.2 Expense of printing / copying for submittal or review by Municipal Code Authority, Utility Agencies, and / or other certifying bodies.
 - 4.4.3 Fees and expenses of any additional sub-Consultants added to the Project team by hourly additional service.
 - 4.4.4 Expense of postage and / or delivery.
 - 4.4.5 Travel to and from the project site(s).

NOTE: We will not exceed this limit for reimbursable expenses without prior, written authorization from the Owner.

- 4.5 Invoices for the Architect's services shall be submitted on a monthly basis. Payments shall be made by the Owner to FGMA upon receipt of FGMA's invoice in accordance with the Local Government Prompt Payment Act.
- 4.6 Non-payment of invoices for more than thirty-five (35) days past date of invoice shall constitute grounds for discontinuation of service.

FGMA ARCHITECTS

Proposal for Professional Architectural Services
City of Troy – Police and Municipal Facilities Planning Study

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5.0 FORM OF AGREEMENT

- 5.1 For the indicated professional services, Owner's signature on this Proposal will suffice as our contractual agreement. If this proposal is acceptable to Owner, please execute the bottom of this letter and return to us, thereby authorizing FGMA and the consultant team to proceed with the Project.

We look forward to being of service to the City of Troy and the Troy Police Department in the delivery of this police and municipal facilities planning study.

Sincerely,

FGM ARCHITECTS INC.



Kevin Meyer, AIA
kevinmeyer@fgmarchitects.com



Joshua N. Mandell, AIA, NCARB, LEED® AP BD+C
joshuamandell@fgmarchitects.com

Proposal Accepted By:
City of Troy Representative



Print and Sign Name **DAVID NONN**

MAYOR
Title **MAYOR**

5.15.23
Date **5.15.2023**

END PROPOSAL
FGM ARCHITECTS INC.

FGMARCHITECTS

Proposal for Professional Architectural Services
City of Troy – Police and Municipal Facilities Planning Study

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DESIGN TEAM HOURLY RATE TABLE **Effective November 1, 2022***

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects Inc.

Principal	\$250
Arch IV	220
Arch III	175
Arch II	145
Arch I	105
Interior Designer II	145
Project Administrator I	100

*Hourly rates are subject to adjustment on 01 November each year.