The Board of Governors for Truman State University met on Saturday, December 7, 2013, on the University campus in Kirksville, Missouri. The meeting was held in the Conference Room of the Student Union, and the open session of the meeting was called to order shortly after 1:00 p.m. by the Chair of the Board of Governors, Karen Haber.

Participating in the meeting were all seven voting members: Sarah Burkemper, Cheryl J. Cozette, Karen Haber, Mike LaBeth, Jim O’Donnell, Susan Plassmeyer and Matthew W. Potter.

Also participating in the meeting were all three of the non-voting members: Michael J. Bushur, student representative, and David Lee Bonner and Michael A. Zito, the two out-of-state members.

Call to Order and Chair Report
Karen Haber, Chair of the Board of Governors, called the meeting to order and welcomed all in attendance.

Minutes for Open Session of Meeting on October 18, 2013
Sarah Burkemper moved the adoption of the following resolution:

BE IT RESOLVED that the minutes for the open session of the meeting on October 18, 2013, be approved.

The motion was seconded by Matthew W. Potter and carried by a unanimous vote of 7 to 0. Mrs. Haber then declared the motion to be duly adopted.

Selection of Officers for 2014 Calendar Year
The nominating committee of Karen Haber, Mike LaBeth and Matthew W. Potter provided the proposed slate of officers for the 2014 Calendar Year. Following discussion, Cheryl J. Cozette moved the adoption of the following resolution:

BE IT RESOLVED that the following persons be duly elected as officers of the Truman State University Board of Governors, taking office for a term of one year commencing at the first regular meeting of the 2014 Calendar Year:

Chair
Susan Plassmeyer
Vice Chair
Jim O’Donnell
Secretary
Sarah Burkemper

The motion was seconded by Mike LaBeth and carried by a unanimous vote of 7 to 0. Mrs. Haber then declared the motion to be duly adopted.

Board Committee Appointments for 2014 Calendar Year
Karen Haber and Susan Plassmeyer announced the annual Board committee appointments which take effect at the beginning of the 2014 Calendar Year.
Academic and Student Affairs
  • Karen Haber, Committee Chair
  • Michael J. Bushur
  • Michael A. Zito
  • Susan Plassmeyer, ex officio

Budget and Capital Projects
  • Jim O’Donnell, Committee Chair
  • David Lee Bonner
  • Cheryl J. Cozette
  • Susan Plassmeyer, ex officio

Finance and Auditing
  • Sarah Burkemper, Committee Chair
  • Mike LaBeth
  • Matthew W. Potter
  • Susan Plassmeyer, ex officio

Honorary Degrees
  • Cheryl J. Cozette, Committee Chair
  • Michael J. Bushur
  • Mike LaBeth
  • Michael A. Zito
  • Susan Plassmeyer, ex officio

Members of the Truman State University Foundation Board of Directors
  • Sarah Burkemper
  • Jim O’Donnell
  • Susan Plassmeyer

Board Policy Review
  • Matthew W. Potter, Committee Chair
  • Sarah Burkemper
  • Cheryl J. Cozette
  • Karen Haber
  • Susan Plassmeyer, ex officio

President’s Report
Dr. Troy D. Paino, University President, shared a selected engagements report summarizing his external and internal relations activities from October 18 to December 6, 2013. Within that report, President Paino highlighted his recent trip to Washington, D.C. which included meetings with individuals within the U.S. Department of Education, the U.S. Department of Commerce and The White House, as well as representatives of U.S. Senator Claire McCaskill and U.S. Senator Harry Reid. President Paino noted that each of these areas
have the potential to be of benefit to Truman now and into the future as the University strives to achieve its mission to be globally competitive and continues to demonstrate its public liberal arts and sciences mission. Dr. Paino provided a legislative report which included an update on a proposed funding formula bill, the FY2015 state budget, and a mental health initiative which could provide funds to Truman through the nursing and communication disorders programs. President Paino also reported on a new Missouri Bright Flight Scholarship program initiative which Governor Jay Nixon recently announced on the Truman campus, and he expressed his appreciation to Governor Michael J. Bushur for his involvement with that event. Dr. Paino provided a status report on the University’s redesigned website, noting an anticipated unveil date of January 27, and he ended his report by providing a brief enrollment report for the 2014-2015 entering class noting the challenges the University will be facing in this area.

Annual Athletics Report
Jerry Wollmering, Director of Athletics, provided the annual report on athletics.

HLC-NCA Accreditation Report
Dr. Joan Poor, Provost and Vice President for Academic Affairs, and Dr. Karen Vittengl, Professor of Psychology and Chair of the HLC Leadership Team, provided a status report on the upcoming Higher Learning Commission/North Central Association Reaccreditation Visit scheduled for March 2015.

Finance and Auditing Committee Report
Sarah Burkemper, chair of the Finance and Auditing Committee, provided a report on the committee meeting held earlier in the day.

Financial Report
Sarah Burkemper provided a review of the financial reports of the University, which included a review as of October, 31, 2013, of education and general revenues and expenditures and auxiliary systems revenues and expenditures, and a review as of October 31, 2013, of the Truman State University Foundation revenues and expenditures.

Budget and Capital Projects Committee Report
Susan Plassmeyer, chair of the Budget and Capital Projects Committee, provided a report on the committee meeting held earlier in the day.

Construction Projects Report
Susan Plassmeyer provided an update on construction projects which had been approved by the Board at previous meetings.

Contracts for Construction/Technology Projects Report
Susan Plassmeyer reported on three construction/technology projects totaling $25,000 to $50,000 which had been approved since the last meeting of the Board:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Services Building Concrete Project</td>
<td>$27,785</td>
</tr>
</tbody>
</table>
Campbell Apartment South-Side Roof Replacement Project  $34,773
Fair Apartment Parking Lot Replacement Project  $47,455

Architectural/Engineering Services—Ophelia Parrish Acoustical Improvements Project
Sarah Burkemper moved the adoption of the following resolution:

BE IT RESOLVED that the proposal from William B. Ittner, Inc. to provide architectural/engineering services for the Ophelia Parrish Acoustical Improvements Project, with the fees and work for such services to be within the guidelines of the proposal, be approved; and

BE IT FURTHER RESOLVED that the President of the University, or his designee, be authorized to execute a contract with the firm for the project; and

BE IT FURTHER RESOLVED that a copy of the proposal be attached to and made a part of the minutes for this meeting.

The motion was seconded by Cheryl J. Cozette and carried by a unanimous vote of 7 to 0. Mrs. Haber then declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit A.

Architectural Services—Kirk Memorial Interior Project
Matthew W. Potter moved the adoption of the following resolution:

BE IT RESOLVED that the proposal from Trivers Associates to provide architectural services for the Kirk Memorial Interior Project, with the fees and work for such services to be within the guidelines of the proposal, be approved; and

BE IT FURTHER RESOLVED that the President of the University, or his designee, be authorized to execute a contract with the firm for the project; and

BE IT FURTHER RESOLVED that a copy of the proposal be attached to and made a part of the minutes for this meeting.

The motion was seconded by Sarah Burkemper and carried by a unanimous vote of 7 to 0. Mrs. Haber then declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit B.

Equipment Purchase
Matthew W. Potter moved the adoption of the following resolution:

BE IT RESOLVED that the purchase of the following item of equipment be approved:
The motion was seconded by Sarah Burkemper and carried by a unanimous vote of 7 to 0. Mrs. Haber then declared the motion to be duly adopted.

**Housing Charges**

Mike LaBeth moved the adoption of the following resolution:

> **BE IT RESOLVED** that the following major categories of housing charges be approved, effective with the 2014 Fall Semester:

1) Room and board rates for students living in the University’s residence halls with the regular food plan:

**CENTENNIAL**

- **Size of Room**
  - Two Occupant Rooms: $7,580 per student
  - Three or Four Occupant Rooms: $7,130 per student
  - Super Single Rooms: $8,950 per student

**MISSOURI/DOBSON**

- **Size of Room**
  - Two Occupant Rooms: $7,920 per student
  - Three Occupant Rooms: $7,470 per student
  - Single Occupant Rooms: $8,760 per student
  - Super Single Rooms: $9,370 per student
  - Deluxe Double Rooms: $8,530 per student

**BLANTON/NASON/BREWER**

- **Size of Room**
  - Two Occupant Rooms: $8,330 per student
  - Three or Four Occupant Rooms: $7,840 per student
  - Single Occupant Rooms: $9,300 per student
  - Super Single Rooms: $9,880 per student
  - Deluxe Double Rooms: $8,940 per student

**GRIM**

- **Size of Room**
  - Two Occupant Rooms: $7,420 per student
  - Single Occupant Rooms: $8,320 per student
  - Super Single Rooms: $8,750 per student
2) WEST CAMPUS SUITES
Size of Suite: Charge for Academic Year
Four Occupant Suites: $8,920 per student
Super Single: $10,640 per student

3) PATTERSON HOUSE, without regular meal plan:
Size of Room: Charge for Academic Year
Two Occupant Suites: $5,580 per student

4) FAIR APARTMENTS:
Size of Apartment: Charge for Academic Year
Two Occupant Apartments, with meals: $7,690 per student

5) Room rates (without meals) for students living in the University’s apartments:
Unmarried Student Apartments
Randolph Street Apartments: Charge for Academic Year
One Bedroom Units
One Occupant: $4,620 per student
Two Bedroom Units
Two Occupants: $4,500 per student

Campbell Apartments
One Bedroom Units
Two Occupants: $4,620 per student
Two Bedroom Units
Three Occupants: $4,500 per student

Family Apartments in Campbell Apartments (when available)
Charge for Academic Year
One Bedroom Apartments: $7,140 per family
Two Bedroom Apartments: $8,220 per family

BE IT FURTHER RESOLVED that the other residence hall fees and room and board charges including short-term rates not listed in this resolution be established by the President of the University, based on the above fees and charges, in accordance with Sections 11.010 and 11.020 of the Code of Policies.

The motion was seconded by Matthew W. Potter and carried by a unanimous vote of 7 to 0. Mrs. Haber then declared the motion to be duly adopted.
Academic and Student Affairs Committee Report
Jim O’Donnell, chair of the Academic and Student Affairs Committee, provided a report on the committee meeting held earlier in the day.

Agenda Items for Future Meetings
The Board reviewed a list of proposed agenda items for the regular meetings during the next year.

Dates for Future Meetings
Matthew W. Potter moved the adoption of the following resolution:

BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Saturday, February 8, 2014, on the University campus in Kirksville, beginning at 1:00 p.m., with the understanding that the Chair may alter the starting time and/or place for the meeting by giving due notice of such change; and

BE IT FURTHER RESOLVED that other regular meetings of the Board during the next year be tentatively scheduled for the following dates:

Saturday, April 12, 2014;
Saturday, June 14, 2014;
Saturday, August 2, 2014;
Friday, October 10, 2014; and
Saturday, December 6, 2014.

The motion was seconded by Susan Plassmeyer and carried by a unanimous vote of 7 to 0. Mrs. Haber then declared the motion to be duly adopted.

Agenda Items for Closed Session
Sarah Burkemper moved the adoption of the following resolution:

BE IT RESOLVED that this meeting be continued in closed session, with closed records and closed votes as permitted by law, for consideration of the following items as authorized by Section 610.021, Revised Statutes of Missouri:

1. Approval of minutes for the closed session of the last meeting under Subsection 14 of the statute for “Records which are protected from disclosure by law”;
2. Individual personnel actions under Subsection 3 of the statute for “Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded”; and
3. Confidential communications with the General Counsel; and
BE IT FURTHER RESOLVED that if any business not covered by the stated reasons for the closed session is raised during the closed session, then this meeting shall be reopened to the public and an announcement about a resumption of the open session shall be made in the hallway outside of the meeting room.

The motion was seconded by Mike LaBeth and carried by a unanimous vote of 7 to 0. Mrs. Haber then declared the motion to be duly adopted.

The closed session of the meeting began shortly after 2:40 p.m.

I hereby certify that the foregoing minutes were approved by the Board of Governors on the 8th day of February, 2014.

Susan Plassmeyer
Chair of the Board of Governors
November 12, 2013

Mr. Mark Schultz, AIA, CSI
Campus Planning Office, McClain Hall
Truman State University
100 East Normal
Kirkville, Missouri 63501

RE: Ophelia Parrish Fine Arts Center Acoustical Improvements

Dear Mark:

We appreciate the opportunity to provide continuing services on the Truman State University campus. The attached proposal, outlining the scope of work and compensation, will form the basis of the AIA contract once the project is approved by the Board of Governors.

As always, should you have any questions following your review or need additional information, please call me at your earliest convenience.

Sincerely,

Wm. B. Ittner, Inc.

Dennis Young
President & CEO
Proposal
Ophelia Parrish Fine Arts Center
Instrumental and Vocal Room Acoustical Improvements
Truman State University
November 8, 2013

Project Description:

Ophelia Parrish Fine Arts Center
A study to correct acoustical problems in the Instrumental and Choral Rooms will be conducted and
design options prepared, as outlined in the attached proposal prepared by McClure Engineering,
followed by the development of construction documents and bidding of a selected option for
implementation over the 2014 summer break.

Scope of Services:
Ittner will provide the overall project management and architectural services for these projects and for
other tasks as requested by the University. McClure Engineering will provide acoustical, and possibly
electrical and/or fire protection engineering design services, as the final acoustical solution may require.

I. Part One - Acoustical Study Services
   A. A description of the project and scope of work for acoustical engineering services is
      outlined in the attached McClure Engineering proposal.
   B. Ittner's services for the study shall include:
      • Field measurements and photo documentation of the existing instrumental
        and vocal rooms.
      • Preparation of electronic CAD drawing backgrounds to support the development of design options and construction documents.
      • Preparation of an estimate of probable construction cost.
      • Conducting one design coordination meeting with the University.

II. Part Two - Construction Documents and Bidding Phases Services
   A. Due to the straightforward scope of this project, we will develop the construction documents for the corrective measures in one stage, omitting the traditional Schematic Design and Design Development phases. No engineering services are anticipated at this time. In the event engineering services are required during construction documents or bidding, an additional services fee will be negotiated with McClure Engineering.
   B. We will assist the University throughout the competitive bidding process and subsequent contractor negotiations. Our services shall include:
      • Prepare the bid advertisements. Arrange for the printing and handle the distribution to bidders. The cost of printing and mailing shall be a reimbursable expense.
      • Answer bidder questions, prepare and issue addenda to all plan holders as needed.
      • Review product substitution requests.
      • Conduct the pre-bid meeting, and the bid opening meeting if requested.
      • Review the bids and make recommendations for award to the University.

III. Part Three – Construction Services
    The scope of services for this type of work requires that compensation for construction services be provided in the following two categories.
A. **Category #1 – General Administration.** Compensation for the services provided under this category shall be a lump sum fee, plus reimbursable expenses. The following services are included in Category #1 – General Administration services.

- Answer questions of contractors and prepare/issue Clarifications, Change Proposal Requests, Construction Change Directives and/or Change Orders.
- Review Shop Drawings.
- When the Contractor notifies littner that the project is ready for a development of the punchlist, we will inspect the project with the University in attendance. We will provide a single punchlist and will make a single return trip to confirm that deficiencies noted in the punchlist have been corrected. Trips by littner will coincide with field observations as indicated below, at no cost to this project. Field observation services by McClure Engineering, if required, will be additional services, plus reimbursable expenses.

B. **Category #2 - Field Observations.** littner will conduct field observations at Ophelia Parrish in conjunction with visits to the McClain, PML, and Magruder project, at no cost to this project. Field observation services by McClure Engineering, if required, will be additional services, plus reimbursable expenses.

**Compensation:**

Compensation for the Ophelia Parrish Fine Arts Building Instrumental and Vocal Room Improvements shall be in accordance with Attachment A – Compensation Analysis. Compensation for additional services related to miscellaneous tasks requested by the University will be on an hourly basis at the billing rates in the attached schedules.
## Compensation Analysis

**Ophelia Parrish Fine Arts Center**  
Instrumental and Vocal Room Acoustical Improvements  
Truman State University  

**Date:** November 8, 2013  

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Manhour Budget</th>
<th>Billing Rate (avg)</th>
<th>Detail Subtotal</th>
<th>Grand Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Acoustical Study Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Ittnер in-house services:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Project Management/administration</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Acoustical Study support (2 Ittnер staff, 1 day)</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>b. Design charette meeting with University</td>
<td></td>
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<tr>
<td>c. Estimate of probable cost</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Ittnер labor cost for CDs:</strong></td>
<td>20 x $ 120 =</td>
<td>$ 2,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. McClure acoustical and electrical engineering services:</td>
<td></td>
<td></td>
<td>$ 4,800</td>
<td></td>
</tr>
<tr>
<td><strong>Total Labor Cost for CD Design Phase:</strong></td>
<td></td>
<td></td>
<td>$ 7,200</td>
<td>$ 7,200</td>
</tr>
<tr>
<td><strong>II. Construction Documents Phase Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Ittnер in-house services:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1. Project Management/administration</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Drawings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Ophelia Parrish</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Cover Sheet</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii. Floor Plans</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii. Interior Elevations</td>
<td>8</td>
<td></td>
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<td></td>
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<tr>
<td>iv. Ceiling Plans</td>
<td>4</td>
<td></td>
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<tr>
<td>v. Details</td>
<td>8</td>
<td></td>
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<tr>
<td>3. Project specifications</td>
<td>24</td>
<td></td>
<td></td>
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<tr>
<td>4. Quality checking</td>
<td>4</td>
<td></td>
<td></td>
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<tr>
<td>5. Coordination meetings w/ University (1 staff)</td>
<td>8</td>
<td></td>
<td></td>
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<tr>
<td><strong>Ittnер labor cost for CDs:</strong></td>
<td>66 x $ 115 =</td>
<td>$ 7,590</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. McClure acoustical and electrical engineering services:</td>
<td></td>
<td></td>
<td>Add'l Services if required</td>
<td></td>
</tr>
<tr>
<td><strong>Total Labor Cost for CD Design Phase:</strong></td>
<td></td>
<td></td>
<td>$ 7,590</td>
<td>$ 7,590</td>
</tr>
<tr>
<td><strong>III. Bidding Phase services:</strong></td>
<td></td>
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<tr>
<td>A. Ittnер in-house services:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1. Bid Printing and Distribution</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2. Answer questions and issue Addendum</td>
<td>4</td>
<td></td>
<td></td>
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<tr>
<td>3. Prebid conference - prep and meeting minutes</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Attend Bid Opening and prepare Tabulation</td>
<td>N/A</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5. Evaluate bids &amp; recommend award</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ittnер labor cost for Bidding:</strong></td>
<td>16 x $ 120 =</td>
<td>$ 1,920</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. McClure acoustical and electrical engineering services:</td>
<td></td>
<td></td>
<td>Hourly Add'l Services if required</td>
<td></td>
</tr>
<tr>
<td><strong>Total Labor Cost for Bidding Phase:</strong></td>
<td></td>
<td></td>
<td>$ 1,920</td>
<td>$ 1,920</td>
</tr>
</tbody>
</table>
### IV. Construction Phase services (Category #1 - only):

**A. Ittner in-house services:**

1. Shop Drawings, RFI's & Change Orders
2. Develop and distribute punchlist (one trip) w/ McClain, PML, Magruder project site visit
3. Project Admin/Pay Apps/Project closeout

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Manhour Budget</th>
<th>Billing Rate (avg)</th>
<th>Detail Subtotal</th>
<th>Grand Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ittner labor cost for Construction Phase:</td>
<td>8 x $120 = $960</td>
<td></td>
<td>$960</td>
<td>$960</td>
</tr>
</tbody>
</table>

**B. McClure acoustical and electrical engineering services:** Hourly Add'l Services if required

| Labor Cost for Construction Phase (Category #1 only): | $960 | $960 |

**Grand Total Lump Sum Fee, excluding reimbursable expenses:** $17,670
October 29, 2013

Via email: tpowers@itnarchitects.com , 4 pages

Mr. Todd Powers
William B. Ittner, Inc.
611 North 10th Street
Suite 200
St. Louis, MO 63101

Re: Proposal for Acoustical Consulting for Truman State Fine Arts Building Instrument and Choral Rehearsal Rooms

Dear Todd:

We are pleased to present you with this proposal to provide professional engineering services for the project referenced above. Below is our understanding of the project along with our Scope of Work and Fee.

Description of Project

We understand that the project consists of a study and recommendations to improve the architectural acoustics within the Instrumental and Choral Rehearsal Rooms at Truman State Fine Arts Building. The rooms are approximately 1825 and 1290 square foot respectively. The rooms will be tuned per discussions with faculty and typical criteria for practice spaces. Variable acoustics as well as coordination of the acoustical performance with the primary performance space is included with this proposal. This proposal is based on a one day visit incorporating McClure testing the room acoustics and a design charrette conducted with you and the end user. Ideally, the final recommendations will be agreed to by the end of the day on how to proceed with developing design documents.

Scope of Work

We propose the following Scope of Work:

a. Perform field investigations as necessary to determine acoustical performance metrics such as background noise, reverberation time and clarity in both rehearsal rooms and performance space.

b. Consultation with key staff for operations input.
c. Computer model various acoustical options to provide optimum performance.

d. Participate in a design charrette meeting on site with owner to review test results, discuss options, and cost estimates.

e. Provide a report and recommendation document consisting of measured data, treatment options, cost opinions and product information to be incorporated in to the architect's report.

f. Provide a proposal for professional services to develop a design bid package at the completion of the study if necessary based on recommendations elected.

Additional Services

Additional Services include all services that are not part of the Scope of Work as described above. This includes those services that arise as a result of unforeseen circumstances and will require an additional fee. Typical items included in Additional Services are as follows:

a. Services resulting from changes in scope or magnitude of the project as described and agreed to under the Scope of Work.

b. Services in connection with a public hearing, arbitration, or legal proceedings.

c. Additional meetings beyond those noted above.

Fee

We propose to perform the above Scope of Work on a Time and Material Basis with a Not-To-Exceed Amount of $4,800.00 which represents about 28 hours of effort. In addition, reimbursable expenses will be billed for the actual amount for direct costs that are directly attributable to the performance of the work such as subconsultants, drawing reproduction, express deliveries, and additional meetings. Additional services and reimbursable expenses will be billed based on the attached rate schedule (dated January 1, 2013). We will invoice for our services on a monthly basis as the work progresses, and invoices are payable net 30 days.
Please sign below and return one copy of this letter proposal to acknowledge your understanding of our Scope of Work, Fee, and to authorize us to proceed. Please call me if you have any questions regarding this proposal.

Sincerely,

[Signature]

Philip J. Wentz, PE

Accepted for William B. Ittner, Inc.

By: __________________________

Title: _________________________

Date: _________________________

PJW:mfz

Enclosure: Rate Schedule (dated January 1, 2013)
# Rate Schedule

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$200</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$160</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$145</td>
</tr>
<tr>
<td>Engineer</td>
<td>$125</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$130</td>
</tr>
<tr>
<td>Technician</td>
<td>$105</td>
</tr>
<tr>
<td>Designer</td>
<td>$105</td>
</tr>
<tr>
<td>Project Administrator</td>
<td>$75</td>
</tr>
<tr>
<td>Drafter</td>
<td>$75</td>
</tr>
<tr>
<td>Clerical</td>
<td>$70</td>
</tr>
</tbody>
</table>

Reimbursable expenses are in addition to hourly fees and include expenses incurred by McClure Engineering in the interest of the project. Unless otherwise defined by contract, reimbursable expenses shall be invoiced and include the following:

- Travel at cost.
- Automobile mileage at the published IRS Standard Mileage Rate.
- Reproductions of drawings, specifications, and other documents at cost.
- Courier and delivery charges at cost.
- Fees paid for securing permits and approvals.
- Sub-consultant expenses at cost plus 5%.
November 15, 2013

Mr. Mark Schultz, Campus Architect/Planner
Truman State University
100 East Normal
Office No. MC100
Kirksville, Missouri 63501

Re: Request for Qualifications - Kirk Memorial Interior Renovation

Mark,

Trivers Associates is pleased to submit this qualifications package to provide architectural services for the interior renovations at Kirk Memorial. Trivers understands the particular significance of this building; which book ends the main quad in the heart of campus. Be assured that our team will treat this iconic structure with the utmost care. The strength of the Trivers team is characterized by:

**Historic Expertise**

Trivers Associates is nationally known for renovation and adaptive re-use of historic structures. We have specialized expertise in this area as well as a tremendous amount of experience in the implementation of the Secretary of the Interior's Standards for the Treatment of Historic Properties and particularly its treatment approach of the Standards for Rehabilitation. We have worked with the Missouri Alliance for Historic Preservation and have a vast understanding of this type of historic work.

**Specialized Knowledge**

Our team member selections have been carefully geared toward first-hand knowledge of the campus and this particular project type. We have done exactly this sort of work on similar campuses in the Midwest. We are particularly versed in the **accurate replacement and/or repair of historic elements** such as those that will be a part of this project. We understand how to explore alternative approaches to assist the University in determining the most cost effective scheme for the work, both from a standpoint of initial outlay and life cycle costing. Also, we know when to take a minimalist approach to preserve its historic grandeur such as in the main Exhibition Hall. We have teamed with KJWW Engineering Consultants for MEP engineering and KPFF Consulting Engineers for Structural Engineering design.

In 2009, Truman State University chose Trivers to repair and replace a number of roofs and masonry issues on the Power Plant, Brewer Annex, Greenwood School, Grim-Smith Building, Student Recreation Center, North Entrance Gate, and Kirk Memorial. If given the opportunity again, we will provide the best service and attention that Kirk Memorial needs and deserves.

**Control and Monitoring**

Our entire team is aggressively focused on **cost and schedule control**. We understand how critical both these items are in today’s public higher education climate. Our primary goals will be to deliver the work on or ahead of time and within budget.

Thank you for considering the Trivers team. We look forward to an opportunity to present our qualifications and introduce our entire team to your selection committee.

Sincerely,

Trivers Associates

Joe Brinkmann, AIA, LEED® AP
President

Andrew Trivers, AIA
Chief Executive Officer

Joe Brinkmann, AIA, LEED AP
President

Andrew Smith, AIA
VP Project Management

Joseph P. Ruma, AIA
Associate / Project Manager
Trivers Associates is an architecture, planning, urban design, and interiors firm, founded in 1975 by Andrew Trivers, FAIA. Trivers Associates is comprised of six specialized Design Studios: Civic, Cultural, Education, Health & Wellness, Hospitality and Housing. These firms-within-the-firm provide targeted design expertise and extensive practical experience related to specific project types.

Mission and Motivation

Outstanding design is paramount to us -- creating and affecting the built environment is what motivates architects -- but so is client satisfaction. We are responsive to our clients' goals. The client is truly an integral part of our design team, which helps ensure effective communication, architectural innovation and successful project completion.

Experience

We have successfully managed a wide range of projects across the country and have earned a national reputation for expertise in all aspects of project planning, design and project management. We have a special expertise in the adaptive reuse of historic properties and we strive to preserve our country's architectural heritage. Our new work takes special efforts to fit in with its environment.

Our projects are diverse and range from creating the master plan for the largest urban historic rehabilitation in the commonwealth of Virginia to designing patient lodging and several regional headquarters for the American Cancer Society. We have transformed a synagogue into a contemporary performing arts center, and historic warehouses into a hotel and restaurant. We recently performed the total conversion of two different large historic Federal Post Office / Courthouse buildings to new vibrant uses, both of which we garnered through a national Design Excellence search by the U.S. General Services Administration.

Working with Trivers

Trivers devotes to each project multi-disciplined, professional and talented people. We have a record of producing high quality architectural projects delivered on schedule and within budget. Cost-effective space usage is a priority as is creating designs that balance the complex interplay of people, environment and buildings.

Achievement

Trivers Associates has won numerous awards for architectural excellence including such achievements as an AIA Honor Award and the Illuminating Engineering Society of North America Edwin F. Guth Award of Excellence for the Sisters of St. Joseph Holy Family Chapel and Progressive Architecture's Urban Design Award for the firm’s master plan of Grand Center. Our 6 North Apartments project was the recipient of the John M. Clancy Award for Socially Responsible Housing from the Boston Society of Architects. The Missouri Alliance for Historic Preservation has recognized Trivers two years in a row with the Preserve Missouri Award. The Old Post Office in St. Louis has been recognized four times – by the Downtown St. Louis Partnership, International Interior Design Association, AIA St. Louis and the AIA Academy of Architecture for Justice Knowledge Community. And in 2008, Trivers was selected from a pool of over 12,000 nominees for the Initiative for a Competitive Inner City, where we were ranked as one of Inc. Magazine’s top 100 fastest growing inner-city companies in America.
1. Firm Background

TRIvers

Founded: 1975

Headquarters: 100 North Broadway, Suite 1800
St. Louis, Missouri 63102
Phone: (314) 241-2900
Fax: (314) 241-2909

Branch Office: 1635 West First Street, Suite 153
Granite City, Illinois 62040
Phone: (618) 451-2900
E-Mail: trivers@trivers.com
Website: www.trivers.com

Principal Officers of the Firm:
Andrew Trivers, FAIA, Chief Executive Officer
Joe Brinkmann, AIA, LEED® AP, President
Andrew Smith, AIA, Vice President, Project Management

Associates:
Joel Fuoss, AIA, LEED® AP
Eric Hoffman, AIA, LEED® AP
Joe Ruma, AIA
Dan Willis, AIA, LEED® AP BD+C

Personnel:
Architectural (14 registered) 16
Administration 4
Total 20
* Includes 11 LEED® Accredited Professionals

Areas of Expertise:
Architecture
Interior Design
Urban Design
Master Planning
Historic Renovation/Preservation
Sustainable Design
Universal Design

Studios:
Cultural
Civic
Education
Health & Wellness
Hospitality
Housing

Truman State Kirk Memorial Interior Renovation 2
KJWW Engineering Consultants is a leading national and international professional engineering consulting firm, offering integrated engineering services to support the healthcare, educational, government, commercial and industrial markets throughout the U.S. and abroad.

Named ENR Midwest’s 2011 Designer of the Year, KJWW has the national presence and expertise to handle the most technically complex projects. Established in 1961, we have grown to one of the largest engineering-only consulting firms in the country.

We are an employee-owned professional corporation with more than 460 employees in 14 offices in the U.S. and abroad. Our global offices provide a broad range of professional services to clients including programming, master planning, feasibility studies, mechanical engineering, electrical engineering, structural engineering, technology engineering, and medical equipment planning. Additional services available to clients are acoustical engineering, energy modeling, architectural lighting design, and systems commissioning.

Higher Education Expertise
KJWW has worked with nearly 100 academic institutions in the past five years, many as long-term clients. KJWW is ranked 10th in the U.S. among design firms specializing in the higher education market. Our expertise includes public, private and community colleges. Sustainability/green design principles are at our forefront in academic engineering design with many projects achieving LEED Platinum, Gold, and Silver certifications. Buildings include classrooms, laboratories, libraries, sports and recreation centers, residence halls, dining halls, student unions, administration, performing arts, fine arts, and central utility plants.

Facts
- More than 25% of practice
- More than 90 higher education clients
- Master planning & design of infrastructure systems

Facilities and Support Systems
- Administration
- Auditoriums
- Central Utility Plants
- Classrooms
- Computer Centers
- Dining Halls
- Food Courts / Kitchens
- Fine / Performing Arts Centers
- Laboratories
- Libraries
- Recreation Centers
- Residence Halls
- Service Buildings
- Student Unions
1. Firm Background

Sustainability

KJWW is ranked 9th among the Top 100 “greenest” design firms in the U.S. and is one of the foremost experts in geothermal technology, having engineered the two largest lake-coupled geothermal systems in the world for greenfield hospitals. The firm is the recipient of three international ASHRAE Society Technology awards, the highest awards in the mechanical engineering field, for its innovation and sustainability.

As an international award-winning firm, KJWW Engineering participated in the development of the new ASHRAE 90.1 energy standards released in 2010, requiring a 30% increase in energy efficiency above today’s standards and the basis for nearly all energy codes in the U.S. One of the firm’s principals chairs the Healthcare Working Group within the 90.1 committee, establishing energy design guidelines for healthcare facilities.

Our staff comprises over 65 LEED Accredited Professionals. We have 80 certified LEED projects and 130 seeking LEED. Our expertise in sustainable design includes geothermal, photovoltaics, ice storage, daylight harvesting, energy recovery, natural ventilation, displacement ventilation, cogeneration, green roofs, underfloor air distribution, chilled beams, high-efficiency equipment, occupancy sensors, and building automation controls.

BIM / Energy Modeling

KJWW is ranked 11th among the Top 25 BIM adopters in the U.S. We have engineered over $2.5 billion in construction projects since 2003 using BIM software. We utilize Autodesk Revit® as our BIM platform for structural, MEP, technology and medical equipment planning services. We optimize building systems through energy modeling in collaboration with the design team to develop a wide range of energy conservation strategies, including building envelope, lighting, HVAC, outside air and operations. We provide payback and lifecycle cost analysis.

Delivery Methods

We are experienced in a variety of delivery methods including design/bid/build, guaranteed maximum price (GMP), design/build, integrated project delivery (IPD), LEAN construction, design assist, and public/private/partnership (P3) lease-buy-back.

Office Locations

United States
- Cedar Rapids, Iowa
- Chicago, Illinois
- Cincinnati, Ohio
- Des Moines, Iowa
- Indianapolis, Indiana
- Madison, Wisconsin
- Naperville, Illinois
- Overland Park, Kansas
- Phoenix, Arizona
- Rock Island, Illinois (Headquarters)
- St. Louis, Missouri
- Wausau, Wisconsin
- *International*
  - Dubai, United Arab Emirates
  - Ahmedabad, Gujarat, India

*Truman State Kirk Memorial Interior Renovation* 4
1. Firm Background

Founded in 1960, KPFF Consulting Engineers is one of the largest structural and civil engineering firms in the United States. We successfully leverage the resources of our firm while maintaining the personal contact we view as essential. With over 800 employees nationwide, our offices are located in St. Louis, Seattle, Tacoma, Portland, San Francisco, Sacramento, Los Angeles, Irvine, San Diego, Phoenix, and New York City.

The St. Louis office was founded in 2002 and currently consists of a staff of 30 professionals who provide innovative structural engineering services that our clients expect. The principal employees of the St. Louis office have an extensive background in building structures and have designed many prominent structures in and around St. Louis, as well as numerous projects across the country.

KPFF’s design experience includes dozens of higher educational buildings, both public and private and is a recognized expert in the rehabilitation of historic buildings, particularly in the Midwest. KPFF has been involved with over 50 rehabilitation projects that involved buildings either on the National Register of Historic Places, or that involved the use of state and federal historic tax credits. Our experience includes buildings with all structural framing systems common at or before the turn-of-the-century, including brick bearing wall buildings, skeleton frame structures, flat plate concrete, heavy timber, and fireproof and archaic systems developed as “fire proof” buildings.

Engineering News Record:
- Ranked #110 among the top 500 Design Firms in the Nation
- Ranked #80 in the top 100 Pure Design Firms
- Ranked 29 on ENR’s Top 100 Green Design Firms

Building Design and Construction 2013 Giants 300 Report:
- Ranked #5 in Engineering firms overall in the U.S.
- Ranked #7 in BIM projects
- Ranked #23 in Government/Public
- Ranked #10 in Multifamily
- Ranked #6 in Green/LEED
- Ranked #20 in Military/DoD
- Ranked #6 in Hospitality
- Ranked #7 in Healthcare
- Ranked #13 in Higher Education/University
- Ranked #16 in K-12 Schools
- Ranked #20 in Offices
- Ranked #10 in Data Centers

Structural Engineering
KPFF’s structural engineers practice with a minimum of organizational restriction. KPFF engineers design structural systems for:
- Educational
- Commercial / Office
- Healthcare / Research
- Residential / Hospitality
- Parking Structures
- Renovation / Rehabilitation
- Mixed Use
- Tilt-Up
- High-Rise / Long-Span
- Seismic assessment & retrofit
- Seismic isolation
- Performance based design

Civil Engineering
KPFF’s civil engineers offer complete civil engineering services from evaluation, planning, and design to construction support for all types of projects. Services offered include:
- Due Diligence
- Feasibility Studies
- Land Planning
- Entitlement and Zoning
- Hydraulics and Hydrology
- Water Quality
- Utilities
- Grading and Erosion Control
- Storm and Sanitary Sewers
- Storm Water Management
- Permitting
- Construction Administration
Trivers Associates has assembled a highly qualified team for the Kirk Memorial Hall renovation project at Truman State University. Our team was selected based on previous similar experience and a past successful history with Trivers Associates. Representative projects that our firms have collaborated on together are listed below.

Trivers Associates + KJWW Engineering Consultants: More than 15 projects, including:
- Washington University Umrath Hall Historic Renovation
- Washington University Wilson Hall Laboratory Historic Renovation
- Washington University Women’s Building Historic Renovation Study
- Washington University School of Social Work North Campus Suite 1650 Renovation
- Covenant Theological Seminary Community Center and Chapel Renovation
- Southeast Missouri State University Transportation Nexus
- Southeast Missouri State University Girardot Center Study

Trivers Associates + KPFF Consulting Engineers: More than 60 projects, including:
- Washington University Umrath Hall Historic Renovation
- Washington University Wilson Hall Historic Renovation
- Washington University Busch Hall Historic Renovation
- Washington University Corner Building Historic Renovation
- Washington University Greenway Apartments Historic Renovation
- Washington University Goldfarb Hall Renovation
- Stephens College Lela Raney Wood Hall Historic Renovation
- Old Courthouse Historic Renovation
- Old Post Office Historic Renovation
- Woolworth Building Historic Renovation
- Moolah Temple Historic Renovation
- Norwood Hills Country Club Historic Renovation
- The Laurel Historic Renovation

Listed below are responsibilities for key personnel. Resumes for these individuals can be found on the following pages.

Trivers Associates: Architecture and Interior Design
Principal-in-Charge: Joe Brinkmann, AIA, LEED® AP
Project Manager: Joe Ruma, AIA
Project Architect: James Roseberry, AIA, LEED® AP

KJWW Engineering Consultants: MEP/FP Engineering
MEP Executive: Jim Kappeler, PE, LEED® AP
Mechanical Engineer: Matt Chandler, PE, LEED® AP BD+C
Electrical Engineer: David Rouw, PE
Technology Designer: David Larson, RCDD

KPFF Consulting Engineers: Structural Engineering
Structural Engineer: Larry Swan, PE, SE
December 4, 2013

Mark Schultz, Campus Planner  
Truman State University 
100 E. Normal Avenue 
MC 100 
Kirksville, Missouri 63501

RE: Proposal and Agreement between Trivers Associates ("Trivers") and Truman State University ("Owner") for Professional Design Services in connection with Kirk Memorial Interior Renovation ("Project").

Dear Mark:

We are pleased to offer this Proposal and Agreement for professional design services.

PROJECT DESCRIPTION

Trivers Associates was selected to develop the design documents for the interior renovation of Kirk Memorial at Truman State University. This historic building was built in 1940 which forms the main quadrangle in the center of campus. The building is approximately 8,000 square feet which includes a lower level and first floor. The exterior of the building was recently renovated which included masonry restoration, new windows, stone coping, envelope repair, waterproofing, and roof. A construction budget has not been fully established, but it is anticipated to be $850,000.

SCOPE OF SERVICES

This project will retain existing building features and finishes on the main (first) level whenever possible. Any alterations should be made using approaches which minimize the impact on the historical features of the facility. Existing hardware and fixtures should be retained when possible.

When complete, the project should provide spaces which will be available for multiple uses such as faculty presentations, receptions, lunches/dinners, etc. No exterior modifications are anticipated as this work was completed in 2013.

Specific issues to be addressed include the following:

1. HVAC - A new heating and air conditioning system, which could be a combination of hot water heat and forced air for cooling, with minimal impact to the building.
2. Elevator - An elevator to provide access from the lower level to main level. The basis of design will be a Kone EcoSpace Low Rise Elevator.
3. Restrooms - Two unisex restrooms on the lower level in approximately the existing restroom location.
4. Catering - Small catering room on lower level adjacent to restrooms or in the east room of the lower level.
5. Fire Alarm and electrical - As needed.
6. Painting - As needed.

Functional spaces anticipated after renovations are as follows:

Upper Level:
1. Existing Office Area - Minimal work to include new flooring and lighting.
2. South Room - Restoration of wood paneling, lighting, and new carpet.
3. **West Room** - Lighting upgrade, and new carpet.
4. **Rotunda** - No work anticipated other than minimal repairs and painting.

**Lower Level**
1. **Restrooms/Catering Room** as outlined above.
2. **Storage** - Balance of space will be utilized for storage or access to elevator. Only minimal work to be done. The design team will try to retain historic light fixtures.
3. **Custodial** - Small custodial space with sink, located near restrooms.

**Design Development Services**
The design team will provide design development services. Deliverables will be plans, elevations, section drawings, and specifications. A project estimate will also be generated with this submittal.

**Construction Documents**
Final Construction Documents will include drawings and specifications required for the bidding of the project. Drawings will be sealed by a professional Architect or Engineer and project specifications developed under the master format.

**Bidding**
Trivers services will include all necessary provisions required for successfully bidding the project. Trivers will work with University personnel to establish bidding schedule and conduct the pre-bid meeting.

**Contract Administration**
Upon Contractor selection, the Trivers team will be responsible for the construction administration as related to the construction effort. This will include conducting on-site construction progress meetings monthly, review and approval of submittals and evaluation of contractor’s pay applications. Ongoing communication with the design team as required for an effective construction process will be necessary in the form of written communication (Request for Information - RFI).

This Proposal assumes that the project is to be substantially complete by December 12, 2014.

**Consultants**
The consultants as part of the Trivers team include KJWW Engineering for Mechanical, Electrical, Plumbing Engineering; KPFF Consulting Engineers for Structural Engineering; and Cooper Construction Cost Estimating. All design and construction testing, if needed, to complete the documents and construction will be paid for by the University.

**Structural Scope of Work**

1. Investigate the existing floor and roof structure as necessary due to the impacts related to new openings and RTU support and perform design of any new structural components in accordance with the Governing Building Code. Elements designed by KPFF are: roof beams to support new mechanical units, floor beams (if necessary), elevator guide rail supports, elevator inspection platform, foundations and underpinning. Note that our work will be based upon existing construction documents furnished to us by the Owner and are assumed to represent as-built conditions.

2. Designate elements to be designed by Specialty Structural Engineers and specify structural criteria for the design of those elements. Such elements would include precast concrete members, pre-engineered trusses, etc.
3. Assist architect with the detailing of architectural components, such as ladders, pipe bollards, guardrails, restraint of non-structural interior walls, etc.

4. Coordinate structural design with architect and other design team participants.

5. Provide progress structural drawings for all elements designed by KPFF at identified project milestones for purposes of coordination and to permit interim construction cost estimates to be developed by others.

6. Provide structural drawings for all elements designed by KPFF, in AutoCAD format and following KPFF CAD standards.

7. Provide applicable structural specification sections, edited for specific project requirements, in Masterspec and Microsoft Word 2007 formats.

8. Provide sealed structural documents (e.g., structural drawings, specifications, and calculations) suitable for submittal to the University and for bidding and construction.

9. Attend periodic design coordination meetings at your office prior to the release of final structural documents.

10. Review structural submittals, submitted through and checked by the General Contractor, for general conformance with the design concept.

   a. Each submittal will be reviewed a maximum of two times.

11. Respond to RFI's and issue clarifications to structural drawings.

12. Review testing and Inspection reports for compliance with the Contract Documents.

13. Make one field observation visit at appropriate interval during construction. The purpose of this visit is to generally become familiar with the progress of the work and to review it for general conformance with the construction documents. This visit is not to satisfy any requirements of Special Inspections required by the Building Code.

   **Mechanical Scope of Work**

   **Design Phase Services**

   1. Design of mechanical systems modifications including:

      a. Plumbing systems:
         1) Domestic hot and cold water.
         2) Sanitary drainage and venting.

      b. HVAC systems:
         1) Heating, ventilating, and air conditioning.
         2) Direct digital control (DDC) system.
         3) Toilet exhaust.

      c. Piping systems:
         1) Steam and condensate.
         2) Heating water.
         3) Natural gas.

   2. Design of electrical systems modifications including:

      a. Incoming electrical service, power distribution, and grounding.
      b. Fire alarm.
3. Establish performance requirements for seismic bracing (if required by code) of mechanical and electrical equipment specified by KJWW. Design and installation will be by others.
4. Prepare applicable mechanical and electrical specifications.
5. Prepare contract documents that are suitable for pricing and construction purposes.
6. Participate in necessary design coordination meetings with Trivers Associates in the St. Louis Metropolitan area.
7. Attend two design review meetings on the campus of Truman State University.

Bidding Phase Services-
1. Attend pre-bid meeting.
2. Respond to contractor questions.
3. Prepare addenda information as required.

Construction Phase Services-
1. Contract administration related to KJWW scope of work including:
   a. Answer Contractor questions and Requests for Information (RFIs).
   b. Prepare technical portions of Requests for Proposal (RFPs) for issue by others.
   c. Review Contractor responses to RFPs and recommend change orders.
2. Review shop drawing submittals for items requested in the contract documents.
3. Conduct two job site observations during construction, plus one final job site observation at the end of the construction period.
4. Prepare record documents based upon contractor-supplied as-installed documents, with no additional verification.

SUSTAINABLE DESIGN SERVICE

The sustainable scope of work is limited to selecting sustainable products, materials and design concepts. This will NOT be a LEED® certified project. No certification or documentation will be included.

SCHEDULE

Trivers will provide the services described in the Scope of Services of this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. This Proposal is based upon the following Project phase durations.

Schematic Design is combined with Design Development due to the quick design schedule required to meet the bidding and board approval in April 2014.

Design Development: 6 weeks (Depending on Notice to Proceed)
Construction Documents: 4 weeks (Bld Documents February 28, 2014)
Bidding / Negotiation: 4 weeks
Negotiation with Contractor: 4 weeks
Contract Administration: 42 weeks (Substantial completion December 12, 2014)
COMPENSATION

Trivers shall be compensated for its services hereunder in the lump sum amount of Eighty Nine Thousand Dollars ($89,000) plus reimbursable costs as set forth in Appendix A, attached to and made a part of this Agreement. Additional Services, if required, shall be compensated on a cost reimbursable basis in accordance with Appendix A, or on a lump sum basis as agreed to in writing by Owner and Trivers.

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Development</td>
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<tr>
<td>Construction Documents</td>
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<tr>
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<td>$ 5,680</td>
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<td>Contract Administration</td>
<td>$21,800</td>
</tr>
<tr>
<td><strong>Total Fee</strong></td>
<td><strong>$89,000</strong></td>
</tr>
</tbody>
</table>

This Proposal will remain effective for thirty (30) days from the date of the Proposal.

ADDITIONAL SERVICES

Trivers' Scope of Services does not include the following within the proposed fee. If Owner desires these services, Trivers shall prepare an Additional Services scope and establish a mutually agreeable fee based thereon.

- Furniture, Fixture, & Equipment (FF&E) selection and specification
- Civil Engineering
- Structural design to replace existing substandard structure or seismic retrofit
- Fire Protection Engineering
- Landscape Architecture
- Measured drawings of existing conditions
- Acoustical Consultant
- Roof Consultant
- Masonry Consultant
- Code Consultant
- Elevator Consultant
- Models and renderings
- Value engineering
- As-constructed record drawings
- Post-occupancy evaluations
- Signage Design
- Security system, communication, and other low voltage design
- Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner
- Preparing for and attending a dispute resolution proceeding or legal proceeding, except where Trivers is a party thereto
- Consultation concerning replacement of Work resulting from fire or other cause during construction

Trivers’ Scope of Services does not include the following within the proposed fee.

- Land surveying
- Geotechnical engineering
- Environmental engineering or abatement documents
GENERAL PROVISIONS

This Proposal and Agreement for Professional Services includes Appendix B – General Provisions, attached to and made a part of this Agreement.

If this Proposal meets with your approval, please indicate your agreement to the foregoing by signing below and returning one copy to me, which will serve as our Agreement and Authorization to Proceed. It is our intention to subsequently execute a standard form AIA agreement, which would incorporate the primary terms outlined in this Proposal.

We look forward to working with you on this exciting project!

Submitted for:

Trivers Associates, Inc.

Joe Brinkmann, AIA, LEED AP
President

Accepted and Agreed by Owner:

Truman State University

By:___________________________

Title:_________________________

Date:_________________________

Date:_________________________
APPENDIX A

COMPENSATION

1. **RATES OF COMPENSATION**

   A. Any services performed on a cost reimbursable basis under this Agreement shall be billed according to hourly service rates current at the time the services are performed.

   The following represents 2013 hourly service rates:

   - Principal.................................................................................................................. 200.00/hour
   - Project Manager....................................................................................................... 170.00/hour
   - Construction Administration Manager................................................................. 160.00/hour
   - Senior Architect/Interior Designer.......................................................................... 150.00/hour
   - Architect.................................................................................................................. 135.00/hour
   - Architectural/Interior Designer III............................................................... 125.00/hour
   - Architectural/Interior Designer II ................................................................. 100.00/hour
   - Architectural/Interior Designer I ................................................................. 85.00/hour
   - Technical Support.................................................................................................. 100.00/hour
   - Administrative (Including CA)................................................................. 85.00/hour
   - Clerical.................................................................................................................. 55.00/hour

2. **TERMS OF PAYMENT**

   A. Trivers will submit an invoice for its services at periodic intervals based upon Trivers' estimate of the proportion of total services actually completed during the period for which the invoice is applicable.

   B. Owner shall not withhold amounts from Trivers’ compensation to impose a penalty or liquidated damages on Trivers, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless Trivers agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

   C. Payment of invoices will be due and payable upon presentation. Payments due, but unpaid, more than 30 days after presentation of the invoice will bear interest at one and one-half percent (1 1/2%) per month (or any lesser legal limit applicable) until paid.
3. **REIMBURSABLE COSTS**

A. Trivers shall be reimbursed for the following invoiced costs incurred in the performance of its services, plus an amount equal to 10% thereof, except that in-house document reproduction will be reimbursed without markup as provided in subparagraph 10 below:

1. Reasonable travel, subsistence, and incidental expenses of personnel while traveling in connection with the Project. Transportation by passenger automobile at the then current IRS allowable rate per mile or actual invoiced cost of rental vehicles plus fuel.

2. Renderings, models, mock-ups, professional photography, and presentation materials requested by Owner.

3. Incremental expense of communication services, including teleconferences, web meetings, and project websites dedicated to this Project.

4. Fees paid for securing approval of authorities having jurisdiction over the Project.

5. Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits if Owner requests such insurance in excess of that normally carried by Trivers or its Consultants.

6. Any Consultants or Consultant’s additional services, as approved by Owner, required in the performance of the Project and not specifically included in the Project’s base compensation and associated Scope of Work.

7. All taxes levied on professional services and on reimbursable expenses.

8. Postage, handling and delivery.

9. Reproduction and/or binding of drawings, plots, photographs, maps, charts and reports required in the course of project delivery.

10. In-house document reproduction will be reimbursed at the following rates:

   - Black & White Prints 8.5”x11” ........................................ $0.15/page
     8.5”x14” and 11”x17” count as 2
   - Color Prints 8.5”x11” ................................................... $1.00/page
     8.5”x14” and 11”x17” count as 2
   - Translucent Bond Blacklines ....................................... $0.75/sf
   - Translucent bond Redlines ........................................... $1.50/sf
   - Color Bond ............................................................... $5.00/sf
   - Color Matte/Satin/Glossy ............................................. $9.00/sf
   - Foamcore mounting .................................................... Additional $4.00/sf
   - Gatorboard mounting .................................................. Additional $5.00/sf

   sf = square foot
APPENDIX B

GENERAL PROVISIONS

1. TRIVERS’ RESPONSIBILITIES

A. Trivers shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.

B. Trivers shall identify a representative authorized to act on its behalf with respect to the Project.

C. Trivers shall coordinate its services with those services provided by Owner and Owner’s consultants. Trivers shall be entitled to rely on the accuracy and completeness of services and information provided by Owner and Owner’s consultants, and will provide prompt written notice to Owner if Trivers becomes aware of any error or omission in such services or information.

2. OWNER’S RESPONSIBILITIES

A. Owner agrees to provide in a timely manner all criteria and information as to Owner’s requirements for the Project, and any information reasonably required by Trivers for the services to be performed, all of which Trivers may use and rely upon in performing its services. Failure of Owner to do such may result in an adjustment in Trivers’ fees or schedule, or both.

B. Owner shall establish and periodically update Owner’s budget for the Project. If the Owner significantly increases or decreases the budget for the Project, Owner shall notify Trivers, at which time Owner and Trivers will determine a corresponding change in the Project’s scope or quality.

C. Owner shall give Trivers prompt written notice if Owner becomes aware of any fault or defect in the project, including errors, omissions or inconsistencies in Trivers’ documents.

D. Owner shall furnish all legal, insurance and accounting services that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

E. Owner shall furnish services of Geotechnical Engineers, Land Surveyors, and Environmental Consultants as appropriate to the nature and phase of the Project. Owner shall coordinate the services of its own consultants with those services provided by Trivers.

F. Owner shall provide Trivers access to the Project site prior to the commencement of construction, and shall obligate the Contractor to provide access to the Work wherever it is in preparation or progress.
3. COPYRIGHTS AND LICENSES

A. Trivers and its consultants shall be deemed the authors and owners of their respective Instruments of Service, including Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.

B. Trivers grants to Owner a nonexclusive license to use Trivers' Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due.

C. In the event Owner uses the Instruments of Service without retaining the author of the Instruments of Service, Owner releases Trivers and its consultants from all claims and causes of action arising from such uses.

4. CLAIMS AND DISPUTES

A. Owner and Trivers shall commence all claims against the other arising out of or related to this Agreement, in accordance with the requirements of this Agreement, within a period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

B. To the extent damages are covered by property insurance, Owner and Trivers waive all rights against each other and against contractors and consultants of the other, except such rights as they may have to the proceeds of such insurance.

C. Trivers and Owner agree to 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. Parties agree that to the fullest extent permitted by law, either party's total liability to the other for any and all damages shall not exceed the amount of insurance coverage paid.

D. Any claim dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a precedent to binding dispute resolution.

E. Owner agrees to release, defend, indemnify and hold Trivers harmless from all claims, liabilities, demands, costs, expenses (including attorney's fees) and causes of action for loss of or damage to property, or personal injury, including death, and from all judgments recovered therefore arising out of the construction of the work by any contractor if Contract Administration Services are not included in Trivers' Scope of Services, or arising out of errors or omissions in Trivers' services due to Trivers being required, directly or indirectly, by Owner to take actions contrary to the recommendations of Trivers or which have the effect of eliminating safety related features in order to design within funding limitations, or both.
5. SUSPENSION OR TERMINATION

A. In the event Owner fails make payments to Trivers in accordance with this Agreement, Trivers may, at its option, suspend or terminate its services upon seven (7) days written notice. In the event of a suspension of services, Trivers shall have no liability to the Owner for delay or damage caused by such suspension. Prior to resuming services, Trivers shall be paid all sums due prior to suspension, and Trivers fees and schedule for its remaining services shall be equitably adjusted.

B. If Owner suspends the Project, Trivers shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Trivers fees and schedule for its remaining services shall be equitably adjusted. If Owner suspends the Project for more than 90 days for reasons other than the fault of Trivers, Trivers may terminate this Agreement upon seven (7) days written notice.

C. Either party may terminate this Agreement upon seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the initiating party. Owner may terminate this Agreement upon seven (7) days written notice for Owner’s convenience and without cause.

6. GENERAL PROVISIONS

A. Trivers shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, nor shall Trivers assume responsibility for the Project site, or for safety precautions either prior to or during the construction of the Project.

B. Trivers 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. In the event that Trivers or any other party encounters such materials, or should it become known that any such materials may be present at the Project site, Trivers may, at its option, suspend performance of its services until such time that Owner retains appropriate consultants or contractors to identify and remEDIATE the materials and warrant that the Project site is in full compliance with applicable laws and regulations.

C. Should this Agreement be amended or superseded by a later Agreement resulting in a substantive change in terms, Trivers reserves the right to an equitable adjustment in compensation relating thereto.

D. If Trivers or Owner receives information specifically designated by the other party as "confidential" or "proprietary", the receiving party shall keep such information strictly confidential and shall only disclose it to persons who need to know in order to perform services or construction solely and exclusively for the Project.