

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

| | |
|-----------------------------|-----------|
| SCHEMATIC DESIGN | \$16,641 |
| DESIGN DEVELOPMENT | \$23,575 |
| CONSTRUCTION DOCUMENTS | \$62,405 |
| BIDDING | \$ 8,321 |
| CONSTRUCTION ADMINISTRATION | \$27,736 |
| | + |
| TOTAL | \$138,678 |

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

THE "SCOPE OF WORK" SHALL BE DEFINED AND THE PAYMENT TERMS SHALL BE NEGOTIATED

THE HOURLY RATES ARE AS FOLLOWSX IF APPROPRIATE AND APPROVED IN ADVANCE BY OWNER
IN WRITING

ARCHITECT (HAYNIE) : \$80 per hour
DRAFTING : \$65 per hour
ADMINISTRATIVE : \$50 per hour

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

THE "SCOPE OF WORK" SHALL BE DEFINED AND THE PAYMENT TERMS SHALL BE NEGOTIATED

THE HOURLY RATES ARE AS FOLLOWSX IF APPROPRIATE AND APPROVED IN ADVANCE BY OWNER
IN WRITING

ARCHITECT (HAYNIE) : \$80 per hour
DRAFTING : \$65 per hour
ADMINISTRATIVE : \$50 per hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twelve percent (12 %), or as otherwise stated below:

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

| | | | |
|-------------------------------|----------|-----------|--------|
| Schematic Design Phase: | \$16,641 | percent (| 12.0%) |
| Design Development Phase: | \$23,575 | percent (| 17.0%) |
| Construction Documents Phase: | \$62,405 | percent (| 45.0%) |
| Bidding or Negotiation Phase: | \$ 8,321 | percent (| 6.0%) |
| Construction Phase: | \$27,736 | percent (| 20.0%) |

| | | |
|---------------------------|-----------|----------------------------|
| Total Basic Compensation: | \$138,678 | One hundred percent (100%) |
|---------------------------|-----------|----------------------------|

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate |
|----------------------|------|
|----------------------|------|

THE "SCOPE OF WORK" SHALL BE DEFINED AND THE PAYMENT TERMS SHALL BE NEGOTIATED
THE HOURLY RATES ARE AS FOLLOWS :

| | |
|--------------------|-----------------|
| ARCHITECT (HAYNIE) | : \$80 per hour |
| DRAFTING | : \$65 per hour |
| ADMINISTRATIVE | : \$50 per hour |

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus

twelve percent (12 %)

of the expenses incurred.

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

SERVICES SHALL BE PAID THRU TIME OF USE AND AS DEFINED IN PARAGRAPHS 11.1 THRU 11.8.2

§ 11.10.1 An initial payment of ZERO

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **FORTY-FIVE (45)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(insert rate of monthly or annual interest agreed upon.)

Twelve & a half percent 12.5%

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

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

ARTICLE 12. SPECIAL TERMS AND CONDITIONS

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

Exhibit B

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
2 ~~XX~~
3 AIA Document B101 2007 Exhibit A.
4 Exhibit B "PRINCE GEORGE COUNTY'S AMENDMENTS TO AIA DOCUMENT - B101,
5 STANDARD FOR OF AGREEMENT BETWEEN OWNER AND ARCHITECT PRINCE GEORGE COUNTY AND
6 Other documents: ART & ARCHITECTURE, INC."
7 (List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service,
8 if any, forming part of the Agreement.)

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


OWNER (Signature)


ARCHITECT (Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

County of Prince George
6602 Courts Drive
Prince George, Virginia 23875

Art & Architecture, Inc.
P.O. Box 1814
Chesterfield, Virginia 23832

Approved As To Form:



County Attorney

**AIA®****Document B101™ – 2007 Exhibit A****Initial Information**

for the following PROJECT:

*(Name and location or address)***CARSON FIRE STATION and COMMUNITY CENTER**

19806 Halifax Road

Carson, Virginia

THE OWNER:

*(Name, legal status and address)***County of Prince George**

6602 Courts Drive

Prince George, Virginia 23875

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

THE ARCHITECT:

*(Name, legal status and address)***Art & Architecture, Inc.**

P.O. Box 1814

Chesterfield, Virginia 23832

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION**§ A.1.1** The Owner's program for the Project:*(Identify documentation or state the manner in which the program will be developed.)*

The programming, design, and development of Construction Documents, Bidding, and Construction Administration for the construction of a NEW Fire Station and Community Center at the former Carson School site. The work shall include the study of and possible re-use of the former Carson School Building as defined in the Request for Proposal RFP # 14-0808-1.

§ A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The property located at 19806 Halifax Road in Carson, Virginia.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

Owner's overall budget including the Architects compensation

~~\$2,900,000~~

\$2,195,000

Owner's budget for the Cost of the Work, excluding the Architects compensation

~~\$2,900,000~~

\$2,056,500

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:
May

Construction documents are to be completed by March 2014.

Bidding is to be completed and contracts awarded by the end of July 2014.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

COMPETITIVE BIDDING with PRE-QUALIFIED GENERAL CONTRACTORS

§ A.1.6 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

~~Julie Walton~~ Bill Hamby, Jr.

~~Director, Inspections & Code Compliance~~ General Services

County of Prince George ~~6602 Courts Drive~~ Prince George, Virginia 23875
6400 Courthouse Road

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Bill Hamby

Procurement Office, Finance Department

County of Prince George 6602 Courts Drive Prince George, Virginia 23875

§ A.2.3 The Owner will retain the following consultants and contractors:

(List discipline and, if known, identify them by name and address.)

George Poulson

County of Prince George P.O. Box 68 Prince George, Virginia 23875

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

R. F. Haynie

Art & Architecture, Inc. • P.O. Box 1814 • Chesterfield, Virginia 23832
(804) 852-2541 rhaynie@artnarch.com

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Jeff Robinson

Jeff Robinson & ASSOCIATES LLPC • P.O. Box 66 • Emporia, Virginia

.2 Mechanical Engineer

Patrick O'Neil

O'Neil Engineering Service PE • 2420 New Dorset Terrace • Powhatan, Virginia

.3 Electrical Engineer

Ed Bohannon

Bohannon Engineering • 100 Arbor Oak Drive • Suite 104 • Ashland, Virginia

§ A.2.5.2 Consultants retained under Additional Services:

Civil Engineer

Christopher Thompson

Sekiv Solutions • 268 High Street • Petersburg, Virginia

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)