

EXHIBIT B

PRINCE GEORGE COUNTY'S AMENDMENTS TO AIA DOCUMENT - B101, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT PRINCE GEORGE COUNTY AND ART & ARCHITECTURE, INC.

This document modifies portions of the "Standard Form of Agreement Between Owner and Architect (AIA Document – B101, 2007 Edition) in accordance with ¶ 4.1.1 of RFP # 14-0808-1. Where any portion of an Article of the Agreement is amended, voided or otherwise modified by this supplement, other portions of that article not specifically amended shall remain in effect.

The article and paragraph numbers in these amendments correspond to the article and paragraph numbers in AIA Document B-101, 2007 Edition, are for convenience only and have no other significance. The following amendments to AIA Document-B101, 2007 Edition are hereby incorporated into the Standard Form of Agreement Between Owner and Architect for contracts between Architects and Prince George County.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- Paragraph 2.4 In the first line, between the words "and" and "consent" add the word "written".
- Paragraph 2.5 Add the following language:
- .1 Acceptable proof of all insurance shall be provided to the Owner before beginning the services.
 - .2 The Architect shall either (1) require each of its subcontractors to procure and maintain, during the life of its subcontract, subcontractor's Liability Insurance of the same type and in the same amounts as specified in this Article or (2) insure the activities of its subcontractors in its own policy.
 - .3 The Architect waives all rights of subrogation against the Owner and Owner's employees, whether or not covered by insurance, applicable to the project. The Architect shall require

each of its subcontractors to execute similar waivers in favor of the Owner.

Paragraph 2.6 Add the following paragraph 2.6:

“The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law or unless the Owner waives such confidentiality in writing. The Architect shall require of the Architect’s consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

Paragraph 2.7 Add the following paragraph 2.7:

“The Architect agrees to be bound by any and all obligations imposed upon it in the general conditions of the construction contract for the Project between the Owner and Contractor. (AIA Document A-201, as amended by the Owner’s standard conditions).”

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

Paragraph. 3.1 After the words “Article 3” in the first line, insert the following words: “, and in the Owner’s amendments to this Standard Form Agreement between Owner and Architect.” In the first sentence, delete the words “usual and customary” and replace them with the word “all.” At the end of the first sentence, add the words “required herein.”

Paragraph 3.1.2 At the end of the second sentence, add the following: “except when the Architect is aware of inaccuracy or incompleteness”.

Paragraph 3.1.3 In the second line, delete the word “initially.” In the seventh line, delete the words “or Owner” after the word “Architect.”

Paragraph 3.3.4 Add a new paragraph 3.3.4, which states as follows:

“The Architect shall provide all design documents to the Owner in an electronic format acceptable to the Owner, as well as in standard paper format. The use of documents in electronic format will be consistent with typical use of printed copies of drawings normally anticipated in the building industry and as defined by the Agreement. The Architect does not warrant or guarantee the

accuracy or completeness of documents in any formant beyond the printed copies of documents provided to the Owner. Documents are provided under the terms of professional services and are not to be considered products sold to the Owner or any other party.”

Paragraph 3.4.6

Add a new paragraph 3.4.6, which states as follows:

“The Architect shall provide all construction documents to the Owner in an electronic format acceptable to the Owner, as well as in standard paper format. The use of documents in electronic format will be consistent with typical use of printed copies of drawings normally anticipated in the building industry and as defined by the Agreement. The Architect does not warrant or guarantee the accuracy or completeness of documents in any formant beyond the printed copies of documents provided to the Owner. Documents are provided under the terms of professional services and are not to be considered products sold to the Owner or any other party.”

Paragraph 3.5.1

At the end of sub-part (2) on line 3, add the following: “including a review of the quality and financial responsibility of any bidder being considered for contract award.”

Paragraph 3.6.1.1

At the end of the first sentence add the following: “including any amendments to AIA Document A201-2007 to which the Owner, Architect, and Contractor have agreed.” Delete the second sentence completely.

Paragraph 3.6.1.3

On the second line, delete the words “the Architect issues” and replace them with the words “the Owner approves.”

Paragraph 3.6.2.3

In the second line, delete the words “either” and “or Contractor.”

Paragraph 3.6.2.5

Delete this paragraph in its entirety and replace with the words “The Owner shall serve as initial decision maker on claims after considering the advice and recommendation of the architect.”

ARTICLE 3A SUPPLEMENTARY SERVICES

Add the following Article 3A to the Agreement:

“Paragraph 3A.1.

General. The services described in this Article are not included in the services described in Article 3 and the Architect shall be entitled to compensation for them pursuant to Article 11. The services described in Paragraphs 3A.2, 3A.3, and all subparagraphs of those paragraphs shall only be provided if authorized or

confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3A.4 and all subparagraphs of that paragraph are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner before beginning such services. If the Owner believes that services described under paragraph 3A.4 and any subparagraph of that paragraph are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such contingent additional services are not required, the Architect shall have no obligation to provide those services.

- Paragraph 3A.2 Project representation beyond the basic services.
- Paragraph 3A.2.1 If more extensive representation at the site than is described in Article 3.6 is required, the Architect shall provide one or more project representatives to assist in carrying out such additional on-site responsibilities.
- Paragraph 3A.2.2 Project representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated for such project representatives as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of project representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed to by the Owner and Architect.
- Paragraph 3A.2.3 Through the project representatives, the Architect shall endeavor to provide further representation for the Owner against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in the Agreement.
- Paragraph 3A.3 Optional additional services.
- Paragraph 3A.3.1 Providing financial feasibility or other special studies.
- Paragraph 3A.3.2 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
- Paragraph 3A.3.3 Providing special surveys and environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

Paragraph 3A.3.4	Providing services relative to future facilities systems and equipment.
Paragraph 3A.3.5	Making measured drawings of such conditions or facilities and investigating existing conditions or facilities for the purpose of making measured drawings.
Paragraph 3A.3.6	Verifying the accuracy of drawings or other information furnished by the Owner.
Paragraph 3A.3.7	Coordinating construction performed by separate contractors or by the Owner's own forces and coordinating services required in connection with construction performed and equipment supplied by the Owner.
Paragraph 3A.3.8	Providing services in connection with the work of the construction manager or separate consultants retained by the Owner.
Paragraph 3A.3.9	Providing detailed or third party estimates of construction costs.
Paragraph 3A.3.10	Providing detailed quantity surveys or inventories of materials, equipment and labor.
Paragraph 3A.3.11	Providing an analysis of owning and operating costs.
Paragraph 3A.3.12	Providing interior design and other similar services required for or in connection with the selection procurement or installation of furniture, furnishings and related equipment.
Paragraph 3A.3.13	Providing services for planning tenant or rental spaces.
Paragraph 3A.3.14	Making investigations, surveys, inventories of materials or equipment, or evaluations and detailed appraisals of existing facilities.
Paragraph 3A.3.15	Preparing a set of reproducible record drawings in electronic form showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the Architect.
Paragraph 3A.3.16	Providing extensive assistance in the use of equipment where systems such as initial startup, testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consulting during operation.

- Paragraph 3A.3.17 Providing services after issuance to the Owner of the final certificate for payment, or in the absence of the final certificate of payment, more than 60 days after the adjusted date of substantial completion of the work.
- Paragraph 3A.3.18 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of basic services.
- Paragraph 3A.3.19 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
- Paragraph 3A.4 Contingent additional services.
- Paragraph 3A.4.1 Making revisions to drawings, specifications or other documents when such revisions are (1) inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget; (2) required by the enactment or revision of codes, laws or regulations after the preparation of such documents; or (3) due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- Paragraph 3A.4.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or the method of bidding or negotiating and contracting for construction.
- Paragraph 3A.4.3 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.
- Paragraph 3A.4.4 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor or by failure of performance by the Contractor under the contract for construction.
- Paragraph 3A.4.5 Providing services in connection with a public hearing or legal proceeding except where the Architect is a party thereto."

ARTICLE 4 ADDITIONAL SERVICES

- Paragraph 4.3.1 Delete this paragraph in its entirety.
- Paragraph 4.3.2 Delete this paragraph in its entirety.

ARTICLE 5 OWNER'S RESPONSIBILITIES

Paragraph 5.1 In the second line, after “including” insert “if deemed necessary by the Owner”. In the fourth line, after “15 days” insert “or a reasonable time, whichever is greater”.

ARTICLE 6 COST OF THE WORK

Paragraph 6.2 In the second line, delete the words “as required under Sections 5.2, 6.4 and 6.5.”

Paragraph 6.3 Beginning on the third line, “to make” insert “minor”.

Paragraph 6.4 Delete this paragraph in its entirety.

Paragraph 6.6 Delete this paragraph in its entirety.

Paragraph 6.7 Line 1 delete “include Section 6.6.4.” and insert “when the project costs exceed the budget or estimated costs”.

ARTICLE 7 COPYRIGHTS AND LICENSES

Paragraph 7.2 Delete this paragraph in its entirety and replace it with the following:

“All documents furnished to the Owner by the Architect pursuant to this Agreement, including but not limited to drawings, specifications and reports, including those in electronic form, shall become the sole property of the Owner upon the payment for the services incurred to produce such documents. However, the Architect does not warrant the suitability of such documents for any project other than the Project that is the subject of this Agreement, and if the Owner uses the documents for any other project, the Owner does so at its own risk.” Owner acknowledges that the Design Work is an instrument of professional service, not products. Documents are provided under the terms of professional services and are not to be considered products sold to the Owner or any other party. Owner agrees that no instrument of professional service shall be used or reused by any party in a manner not consistent with this project and the terms of this agreement. Owner understands that review is essential because of the different circumstances associated with reuse, not the least of which is passage of time. Whether or not reuse occurs, Owner hereby gives consideration to the Design Professional for relinquishing ownership of instruments of professional service by agreeing to waive any claim against the Design Professional, and to defend,

indemnify and hold Design Professional harmless from any claim or liability for injury or loss arising from any party's reuse of Design Professional's instruments of professional service.

Paragraph 7.3 Delete this paragraph in its entirety.

Paragraph 7.3.1 Delete this paragraph in its entirety.

Paragraph 7.4 Delete this paragraph in its entirety.

ARTICLE 8 CLAIMS AND DISPUTES

Paragraph 8.1.1 Delete this paragraph in its entirety.

Paragraph 8.1.2 Delete this paragraph in its entirety.

Paragraph 8.2.1 Delete this paragraph in its entirety.

Paragraph 8.2.2 Delete this paragraph in its entirety.

Paragraph 8.2.3 Delete this paragraph in its entirety.

Paragraph 8.2.4 Delete this paragraph in its entirety.

Paragraph 8.3.1 Delete this paragraph in its entirety.

Paragraph 8.3.1.1 Delete this paragraph in its entirety.

Paragraph 8.3.2 Delete this paragraph in its entirety.

Paragraph 8.3.3 Delete this paragraph in its entirety.

Paragraph 8.3.4.1 Delete this paragraph in its entirety.

Paragraph 8.3.4.2 Delete this paragraph in its entirety.

Paragraph 8.3.4.3 Delete this paragraph in its entirety.

ARTICLE 9 TERMINATION OR SUSPENSION

Paragraph 9.1 Delete the paragraph and replace it with the following:

“If the Owner fails to make payment when due to the Architect for services and expenses, the Architect may, upon seven days written notice to the Owner, suspend performance for services under this Agreement. Unless

payment in full is received by the Architect within seven days of the date of notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.”

Paragraph 9.2 In the first sentence, after the words “the Project,” add the words “for a period of more than 90 days.” Delete the last two sentences and replace them with the following: “When the Project is resumed, the Architect’s compensation shall be adjusted to provide for expenses incurred in the interruption and resumption of the Architect’s services”.

Paragraph 9.6 Beginning on the second line, delete the following: “and all termination expenses as defined in subparagraph 9.7”.

Paragraph 9.7 Delete this paragraph in its entirety.

ARTICLE 10 MISCELLANEOUS PROVISIONS

Paragraph 10.1 Delete this paragraph in its entirety and replace it with the following:

“This Agreement shall be governed by the law of the State of Virginia. Any action at law or suit in equity instituted as a result of the performance, non-performance or alleged breach of this Agreement shall be brought in the Circuit Court of Prince George County, Virginia and in no other jurisdiction.”

Paragraph 10.4 Delete this paragraph in its entirety.

Paragraph 10.7 Beginning on the fourth line, delete the words “if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.”

Paragraph 10.8 Add the following sub-part (4) to the end of the paragraph: “(4) or when necessary to comply with the Virginia Freedom of Information Act or any other applicable open records requirement.

ARTICLE 11 COMPENSATION

Paragraph 11.8.1.2 Delete this subparagraph in its entirety.

- Paragraph 11.8.1.4 At the end of the subparagraph, add the following: “excluding reproduction for the office use of Architect and Architect’s Consultants”.
- Paragraph 11.8.1.8 Delete the subparagraph in its entirety.
- Paragraph 11.8.1.9 Delete the subparagraph in its entirety.
- Paragraph 11.8.1.10 Delete the subparagraph in its entirety.
- Paragraph 11.8.1.11 Delete the subparagraph in its entirety.
- Paragraph 11.10.2 Delete “Twelve & a half percent 12.5%”
- Paragraph 11.10.4 Delete this paragraph in its entirety and replace it with the following:
- “As a prerequisite to receiving payment for reimbursable expenses, Architect shall maintain a record of reimbursable expenses, which shall be maintained in accordance with generally accepted accounting principles. Such records shall be available for inspection and audit by the Owner or the Owner’s authorized representative at mutually convenient times.”

ARTICLE 13 SCOPE OF THE AGREEMENT

- Paragraph 13.2.3 Insert “Exhibit B, PRINCE GEORGE COUNTY’S AMENDMENTS TO AIA DOCUMENT - B101, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT PRINCE GEORGE COUNTY AND ART & ARCHITECTURE, INC.”

ART & ARCHITECTURE, INC.

By  _____

Title: OWNER → ARCHITECT

COUNTY OF PRINCE GEORGE,
A subdivision of the Commonwealth
of Virginia

By  _____

Percy C. Ashcraft
Title: County Administrator