

Carlin Historical Society and Museum

718 Cedar Street P.O. Box 14 Carlin, NV 89822 775-754-2287 carlinhistoricalsociety@gmail.com www.carlinhistoricalsociety.com

Dear Commissioners,

We have been working with our current architect to establish what we can reasonably complete by the current grant deadline of December 1, 2025. Please find attached the proposal from the architect to complete the Conceptual Design, Schematic Design, and Design Development for the schoolhouse restoration and reconstruction. This will exclude the creation of construction documents due to current funding and the amount of time available to us.

The cost of the design work <u>and</u> the construction documents was quoted at \$220,000.00. After removing the construction documents, the new quote from the architect is \$148,000.00. We currently have \$144,659.32 left in our budget. This means we are currently short \$3,340.68. If there is additional funding available, we would like to ask if the additional funds could be granted to us so we can complete this step of the planning process.

Sincerely,

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Ella B. Trujillo Carlin Historical Society Treasurer

AIA Document B101° – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 28th day of May in the year 2025 (*In words, indicate day, month and year.*)

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

Carlin Historical Society 718 Cedar Street Carlin, Nevada 89822

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

Paul Cavin Architect LLC 1575 Delucchi Lane, Suite 120 Reno, Nevada 89501

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

Carlin Historical Society Carlin Schoolhouse/Museum Renovation 718 Cedar Street Carlin, Nevada 89822

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Please reference Paul Cavin Architect Professional Services Proposal Dated May 19, 2025 (P24045R2). Please also see the Observations and Recommendations Report dated September 20, 2024, prepared by Paul Cavin Architect LLC.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Carlin Schoolhouse/Museum 718 Cedar Street Carlin, Nevada 89822

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

To be determined during the Schematic Design phase.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Design Development Completion by December 1, 2025.

.2 Construction commencement date:

Not Applicable.

.3 Substantial Completion date or dates:

4 Not Applicable. Other milestone dates:

None.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (*Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.*)

Design-Bid-Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: *(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

Ella B. Trujillo Carlin Historical Society 718 Cedar Street Carlin, Nevada 89822 (775) 389-3220 carlinhistoricalsociety@gmail.com

§ 1.1.8 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 contact information.*)

None.

§ 1.1.9 The Owner shall retain the following consultants and contractors: *(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

Not Applicable.

.2 Civil Engineer:

Not Applicable.

.3 Other, if any:

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(List any other consultants and contractors retained by the Owner.)

None

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

Arlee Fisher, AIA and/or Paul Cavin, AIA Paul Cavin Architect LLC 1575 Delucchi Lane, Suite 120 Reno, Nevada 89501 (775) 284-7083 arlee@paulcavindesign.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: *(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

CFBR Structural Group, LLC 1650 Meadow Wood Reno, Nevada 89502

.2 Mechanical Engineer:

Ainsworth Associates Mechanical Engineers 1420 Holcomb Avenue, Suite 210 Reno, Nevada 89502

.3 Electrical Engineer:

PK Electrical, Inc. 681 Sierra Rose Drive, Suite B Reno, Nevada 89511

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Please reference Paul Cavin Architect Professional Services Proposal Dated May 19, 2025 (P24045R2).

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect 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. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One-Million (\$ 1,000,000) for each occurrence and One-Million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One-Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One-Million (\$ 1,000,000) each accident, One-Million (\$ 1,000,000) each employee, and One-Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One-Million (\$ 1,000,000) per claim and One-Million (\$ 1,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project

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meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplementa	Il Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1	Programming	Architect/Owner
§ 4.1.1.2	Multiple preliminary designs	Not Provided
§ 4.1.1.3	Measured drawings	Not Provided
	Existing facilities surveys	Previously Provided
§ 4.1.1.5	Site evaluation and planning	Not Provided
§ 4.1.1.6	Building Information Model t responsibilities	Not Provided
	Development of Building Models for post construction	Not Provided
§ 4.1.1.8	Civil engineering	Not Provided
	Landscape design	Not Provided
	Architectural interior design	Not Provided
•	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating required in Section 6.3	Not Provided
§ 4.1.1.13 representation	On-site project	Not Provided
§ 4.1.1.14 construction	Conformed documents for	Not Provided

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§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record	Not Provided
drawings	
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of	Not Provided
the Owner's consultants	
§ 4.1.1.21 Telecommunications/data	Architect
design	
§ 4.1.1.22 Security evaluation and	Not Provided
planning	
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services	Not Provided
pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and	Not Provided
equipment design	
§ 4.1.1.29 Other services provided by	Not Provided
specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.1: Programing, identified in the proposal as "Conceptual Design" will provide the following: Kick-Off meeting to discuss project requirements, current building functions, and anticipated functions. Field verifications. Conceptual design plans showing intent and locations of new/existing spaces and functions of the museum.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.1: Programming. Owner will participate in the "Conceptual Design" process and provide information requested by the Architect.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204[™]–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the

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Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits,

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determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

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

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

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prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: *(Check the appropriate box.)*

- [] Arbitration pursuant to Section 8.3 of this Agreement
- [X] Litigation in a court of competent jurisdiction
- [] Other: (Specify)

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The Architect will retain the Instruments of Service per NRS 623 and NAC 623.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum (Insert amount)

One Hundred Forty-Eight Thousand Dollars and Zero Cents (\$148,000.00)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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

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compensation apply.)

Based on a specific scope of work and associated fixed fee proposal.

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

Based on a specific scope of work and associated fixed fee proposal.

§ 11.4 Compensation for Supplemental and 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 - percent (- %), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Based on a specific scope of work and associated fixed fee proposal.

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

Conceptual Design:	\$34,000.00
Schematic Design:	\$54,500.00
Design Development:	<u>\$59,500.00</u>
Total:	\$148,000.00

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. 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 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.)*

If Time and Materials are considered for additional services, then a current fee schedule will be presented for each design discipline.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the

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Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 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 Fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 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 Progress Payments

§ 11.10.2.1 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.

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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: (Include other terms and conditions applicable to this Agreement.)

None.

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 the Owner and Architect.

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

.1 AIA Document B101[™]–2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any

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exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Paul Cavin Architect Professional Services Proposal Dated May 19, 2025 (P24045R2). AIA Document B205 – 2017, Standard Form of Architect's Services: Historic Preservation.

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

None.

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

OWNER (Signature)

BY: -

(Printed name and title)

ARCHITECT (Signature)

BY: - Paul Cavin, AIA, Nevada License #6284

(Printed name, title, and license number if required)

Certification of Document's Authenticity

AIA[®] Document D401[™] – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:05:21 PDT on 05/28/2025 under Order No. 20250116447 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101[™] - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Owner, Paul Cavin Architect LLC (Title)

5/28/2025 (Dated)

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Paul Cavin Architect LLC

May 19, 2025

Ella B. Trujillo Carlin Historical Society 718 Cedar Street P.O. Box 14 Carlin, Nevada 89822

Re: Professional Services Proposal for the Carlin Historical Society – Carlin Schoolhouse/Museum Renovation and Refurbishment Project

Dear Ms. Trujillo,

Thank you for the opportunity to present this proposal for professional design services to Carlin Historical Society. Paul Cavin Architect LLC is pleased to present the following professional services fee proposal for your consideration.

It is understood that the Carlin Historical Society would like professional services for improvements to the existing Carlin Museum located at 718 Cedar Street, Carlin, Nevada. The overall scope of work, improvements, and function for each design discipline will be based on the Drawings and Observations and Recommendations Report prepared by Paul Cavin Architect LLC dated May 13, 2024, and the scope of work set forth in this proposal.

Carlin Historical Society would like to continue use of the schoolhouse as a museum space and museum function. The building and spaces within will need to be updated to accommodate current building codes, accessibility codes, as well as follow the Secretary of the Interior's Standards for the Treatment of Historic Properties (Preservation, Rehabilitation, Restoration and Construction) and Nevada State Historic Preservation (SHPO) recommendations.

The following is a summary of additional scope of work and professional services:

The Architectural team will hold a weekly review meeting with the client via phone conference or web hosted software to discuss project requirements and progress.

The production of Construction Documents will largely follow the current Nevada State Public Works standards for Professional Services with some exceptions during the Schematic Design phase. This will be our guideline and general understanding of what is expected at each design submittal.

The project will be produced using the current Revit version and will be updated annually per Autodesk's annual updates. BIM 360 will also be used for production and coordination efforts. Specifications will be a 3-Part MasterSpec format using current Deltek software.

This project will be designed using the 2018 International Building Codes, as it is understood that these are the building codes that the City of Carlin is currently requiring. It is possible that rural Nevada adopts the 2024 International Building Codes but the adoption date is unknown.

The Project Delivery Method will be Design-Bid-Build.

Initial Design Submittal Phases will include the following only:

Conceptual Design:

- Kick-Off meeting to discuss project requirements, current building functions, and anticipated building functions.
- o Field verifications as needed by each design consultant. One site Visit.
- Exploratory demolition by Carlin Historical Society.
- Conceptual design plans showing intent and locations of new/existing spaces and functions of the museum.

P24045R2

Schematic Design:

- Field verifications as needed.
- o Drawings.
- o Needed Technical Specifications and historic briefs determined.
- Product information sheets.
- Schematic Design presentation, review and coordination meeting with the Carlin Historical Society and the design team.

Design Development:

- Drawings.
 - Technical Specifications.
 - Product information sheets.
 - $\circ\,$ Design Development presentation, review and coordination meeting with the Carlin Historical Society and the design team.

Deliverables for each design submittal phase:

- Drawings (pdf)
- Project Manual with 3 Part Specifications (pdf).
- Opinion of Probable Cost at Schematic Design, Design Development, and 100% Construction Documents.

Estimated Construction Budget:

• The estimated construction budget will be determined by the design team and the Carlin Historical Society during the Schematic Design phase.

Tentative Project Schedule:

 The overall project schedule will be determined by the design team and the Carlin Historical Society during the Schematic Design phase. Approximate timeframes for each milestone are listed below:

 Proposal acceptance: 	1 week
 Professional Service Agreements: 	3 weeks
 Conceptual Design: 	8 weeks
 Schematic Design: 	10 weeks
 Design Development: 	10 weeks

 The above tentative schedule does not include holidays, time off, office closures, or other potential delays and unforeseen time durations in the project schedule. These items will be accounted for to the best of our knowledge when the project schedule is developed during the Schematic Design phase. The project schedule will be updated continuously during the design and construction process.

The following design professionals will be involved: CFBR Structural Group LLC for structural engineering, design, and documentation, Ainsworth Associates Mechanical Engineers for plumbing and mechanical engineering, design, and documentation, PK Electrical, Inc. for Electrical engineering, design, and documentation, Paul Cavin Architect LLC will produce the necessary Architectural drawings, details, and manage the design team and design process from Conceptual Design through construction completion. Please see each consultant's attached proposal for a more detailed description of their Scope of Work and exclusions.

The proposed Professional Services fee includes the following:

The Conceptual Design fee includes:	
Structural Engineering (CFBR Structural Group):	\$10,000.00
Mechanical Engineering (AAME):	\$4,000.00
Electrical Engineering (PK Electrical, Inc.):	\$4,000.00
Architecture and Project Management (Paul Cavin Architect LLC):	<u>\$16,000.00</u>
Total Conceptual Design Fee:	\$34,000.00
The Schematic Design fee includes:	
Structural Engineering (CFBR Structural Group):	\$20,000.00
Mechanical Engineering (AAME):	\$4,000.00

Electrical Engineering (PK Electrical, Inc.):	\$2,500.00
Architecture and Project Management (Paul Cavin Architect LLC):	\$28,000.00
Total Schematic Design Fee:	\$54,500.00
The Design Development fee includes:	
Structural Engineering (CFBR Structural Group):	\$20,000.00
Mechanical Engineering (AAME):	\$5,000.00
Electrical Engineering (PK Electrical, Inc.):	\$4,500.00
Architecture and Project Management (Paul Cavin Architect LLC):	\$30,000.00
Total Design Development Fee:	\$59,500.00
Total Professional Services Fee:	\$148,000.00

Additional Site Visits if needed or requested:

Structural Engineering:	\$3,500 per person per day
Mechanical Engineering:	\$2,200 per person per day
Electrical Engineering:	\$2,800 per person per day
Architectural:	\$3,000 per person per day

Exclusions:

Specific exclusions include: 2024 Building Codes, Architectural Historian, Additional or unforeseen requirements by SHPO, Grants and/or other Funding Requirements, LEED or other "green building" requirements and certifications, Printing, Planning and Planning Submittals, Zoning, Special Use Permits and Processes, Environmental Studies, Site visits (other than mentioned above), Community Presentations, Board meeting attendance and presentations, Interior Renderings, Exterior Renderings, Virtual Reality, Surveying, Geotechnical Engineering, Multiple Options, Alternates, Civil Engineering, Access Controls, Security Systems, FF&E, Fire Protection Engineering, Construction Documents, Hazardous Material reports, surveys, and drawings, Utility Design, Utility Relocation, Utility Applications and Submittals, re-design efforts, other design consultants, other specialty design consultants, plan review, plan review fees, utilities fees, permits, permit fees, other fees or costs outside of typical basic services, Bidding Assistance, Bid Advertising fees, Construction Administration, Special Inspections, Third Party Inspections, and Record Documents, as these services are not anticipated to be needed for this project. If these services or other services are needed or required, they will be discussed with Carlin Historical Society and the design team prior to an endorsement of the contract. Agency applications and review fees, if necessary, will be the responsibility of Carlin Historical Society.

If this proposal is acceptable a modified version of the AIA Contract document *B101-2017 Standard Form of Agreement Between Owner and Architect* and *B205-2017 Architect's Services: Historic Preservation* will be utilized as the binding Agreements. This proposal will be used as an exhibit within the AIA Contract documents. Execution of the contract must be complete prior to the start of design work.

Please let me know if you have any questions, comments, or modifications to the Scope of Work.

If this proposal is acceptable, please sign and date below.

We look forward to your project!

With much appreciation,

Paul Cavin, AIA Owner, Paul Cavin Architect LLC Nevada License #6284

Accepted by:

(signature)

Printed Name and Title:_____

Date:_____

CFBR STRUCTURAL GROUP, LLC

Chris Roper, PE/SE CFBR Structural Group, LLC 1650 Meadow Wood Reno, NV 89502

May 12, 2025

Paul Cavin, AIA Paul Cavin Architect LLC

Re: Carlin Historical Society – Carlin Schoolhouse/Museum Renovation and Refurbishment Carlin, Nevada

Dear Paul:

I am pleased to present this proposal for structural engineering services. My understanding of the project is based on your Scope of Work Summary dated 9/20/2024 and subsequent project correspondence.

Scope of Work

The Carlin Historical Society would like to implement the improvements recommended in the Observations and Recommendations Report and Drawings dated 5/13/2024. Design will be in accordance with the structural requirements of the 2018 International Building Code and 2018 International Existing Building Code. The project will be taken through the preparation of 100% Construction Documents and then be shelved until additional funding is acquired. The following will be provided as a part of our work:

Basic Services Included

Conceptual Design

- Make (1) initial site visit to attend a kickoff meeting and perform field investigation.
- Review conceptual design work prepared by PCA and provide input.

Schematic Design

- Make up to (1) site visit, as directed or required, to attend design review meetings and perform field investigation.
- Prepare the following:
 - Structural drawings.
 - Structural specifications.
 - Structural construction cost estimate.
- Address owner and SHPO review comments.

Design Development

- Make up to (1) site visit, as directed or required, to attend design review meetings and perform field investigation.
- Prepare the following:
 - Structural drawings.
 - Structural specifications.
 - Structural construction cost estimate.
- Address owner and SHPO review comments.

100% Construction Documents

- Prepare the following:
- Structural drawings.
- Structural calculations.
- Structural specifications.
- Structural construction cost estimate.

Exclusions / Additional Services

The following items are excluded from our work. Some items can be provided as Additional Services if required.

- Time or travel for site visits or meetings not indicated above.
- Printing or shipping. This proposal assumes all deliverables will be electronic.
- Preparation of record / as-built drawings.
- Project management (i.e. preparation of design or construction schedules, meeting minutes, management of other consultants, filing or submittal of documents, etc.)
- Services related to sustainable design, LEED, etc.
- Services related to review or mitigation of environmental issues (i.e. lead, asbestos, mold / mildew, etc.)
- Destructive investigations or materials sampling / testing. This proposal assumes all site investigation work will be visual-only, non-destructive in nature, and limited to readily accessible and viewable areas. If removal of materials / finishes / etc. is required to make observations in concealed areas, this work will need to be performed by others.
- Geotechnical engineering or preparation of soils reports. This proposal assumes any foundation related design work will be based on common local presumptive soil design values using shallow, conventionally reinforced concrete footings or piers.
- Civil engineering (i.e. site plans, grading, utilities, etc.) including design and detailing of site structures or elements outside the building footprint (i.e. sitework elements like flatwork, fences, flagpoles, light poles, signs, etc.).
- Preparation of demolition documents.
- Services related to subsequent phases of work like plan review and/or responding to AHJ comments, Bidding and Construction.
- Services related to construction means and methods.
- Incorporation of phasing or alternates (additive, deductive or otherwise) into construction documents or breaking the project into multiple packages or phases during design or construction.
- Services resulting from changes to the scope or magnitude of the project, value engineering, code updates (i.e. 2024 Codes), and/or changes necessary because of cost over-runs.

Professional Fees and Schedule

I propose to perform the work described above in accordance with a mutually agreed upon schedule for the following fixed fee compensation:

Conceptual Design	\$10,000
Schematic Design	\$20,000
Design Development	\$20,000
-100% Construction Documents	\$19,000
Total	\$69,000 \$50,000

Additional site visits beyond those included above can be provided on an as-needed basis for a fixed fee of \$3,500 per person per day.

If there are changes to the project that affect our work, this proposal may need to be revised. This proposal is valid for 30 calendar days. If this proposal is acceptable, please provide formal authorization to proceed with work on the project. Thank you for the opportunity to serve you on this project and please call if you have any questions.

Sincerely,

Chris Roper, PE/SE



October 11, 2024 Revised May 8th, 2025

Mr. Paul Cavin Paul Cavin Architect, LLC **Sent Via Email**

SUBJECT: Carlin Historical Society, Schoolhouse - Design Phases Carlin, NV

Dear Paul:

Thank you for requesting a mechanical engineering fee proposal for the above-referenced project. This proposal is based upon your Scope of Work Summary dated September 20, 2024 and is a continuation of our recommendations from our prior submitted Observation and Recommendations Report date May 13, 2024. We understand the general mechanical improvements will entail a new gas-fired furnace with dx cooling section (wall humidifiers optional by owner) and a new exhaust system, along with plumbing modifications as needed (existing gas-fired water heater to remain) and a performance specification for a deferred design of a new wet-pipe fire sprinkler system. Please note that the new dx equipment will contain the new A2L refrigerants and our office will complete the required ASHRAE 15 calculations. This proposal excludes any work at the Church Building and we understand those efforts will follow with a separate proposal request.

Our engineering services would include the following items:

- 1. Consultation, advice, and design solutions during the design phases of the Project.
- 2. Fire protection scope will be via performance specification and a deferred submittal prepared by the awarded fire sprinkler contractor.
- 3. Review all available existing drawings and reports related to the historic building.
- 4. Perform one additional job visit during design to observe existing conditions.
- 5. Two-dimensional PDF Contract Documents prepared using 2D AutoCAD software or 3D Revit software collaborated in BIM 360.
- 6. IECC mechanical compliance calculations, where applicable.
- 7. IECC building envelope compliance calculations. Note: We will assist with data entry for the prescriptive path only, with all values provided by the architect. This proposal excludes envelope compliance calculations utilizing the IECC "Performance Path" as this approach involves the investigation of different combinations of various building envelope components and the envelope designer (the architect) is the qualified team member to make those evaluations.
- 8. Design team meetings as required although we have assumed that weekly meetings during the design phase of the project will not be required.
- 9. Three-part book specifications in Masterspec format.
- 10. An Engineer's Opinion of Probable Costs at major milestones, if requested.

The scope of work specifically does not include the following:

- 1. Any scope item not specifically included above.
- 2. Full fire protection engineering. Fire protection will be via a deferred design submittal.
- 3. Replacement of the domestic hot water heater.

p24105

- 4. Installation of a Building Management System (BMS). All controls will be via local programmable thermostat(s).
- 5. Weekly meetings during the construction phase (OAC meetings).
- 6. On-site meetings in excess of the two noted above. If needed, additional site visits can be performed at a cost of \$2,200.00 each.
- 7. LEED or environmental engineering calculations/consultation.
- 8. Structural engineering design as may be required for seismic bracing or anchorage of mechanical equipment or components. We will provide the necessary drawing for mechanical equipment anchorage based upon design input from the project Structural Engineer.
- 9. Design of any site drainage, irrigation, or utility systems. Our work will stop five feet outside the building for coordination with the project's Civil Engineer.
- 10. Noise or vibration analysis of mechanical systems.
- 11. Services resulting from changes to the scope or magnitude of the project, value engineering, and/or changes necessary because of cost over-runs.
- 12. Design or review of multiple mechanical equipment or system options due to equipment lead times and/or availability of originally specified equipment or systems at the time of construction.

<u>Compensation for basic service as described herein shall be based on a lump sum fee of \$23,000.00, broken</u> <u>down as follows:</u>

Conceptual Design Phase*	\$ 4,000.00	
Schematic Design	\$ 4,000.00	
Design Development	\$ 5,000.00	
Construction Documents	<u>\$10,000.00</u>	
Total	-\$23,000.00 -	\$13,000.00

*Includes preliminary equipment selections.

We would suggest that reimbursement for our services be accomplished as follows:

1. We would submit monthly progress billings for basic services, and separate monthly billings for any authorized extra services. Billings for extra services would include employee category engaged in the work and hourly rate of compensation and all direct expenses noted.

All reports, plans, specifications, field data, field notes, calculations, and other documents prepared by Ainsworth Associates Mechanical Engineers as instruments of service shall remain the property of Ainsworth Associates Mechanical Engineers.

We cannot be responsible for unforeseen or undisclosed conditions that are not reasonably observable through existing building construction such as equipment and systems above hard lid ceilings, within walls, below grade, etc. Conditions of this nature will require us to rely on the accuracy of the As-Built documents provided to us by the Owner. In order to avoid expenditure of potentially great sums of money or potentially disrupt on-going facility operations and the project schedule, no attempt will be made to destroy or disrupt adequate and serviceable installations and concealed construction. Consequently, existing conditions will be verified through observations of the work that are readily visible and/or available existing As-Built drawings.

If work is abandoned or suspended, in whole or in part, services rendered to date of abandonment are to be paid for in accordance with percentage of completion of the project documents at that time.

Mr. Paul Cavin Paul Cavin Architect, LLC

It is understood that Ainsworth Associates Mechanical Engineers makes no warranty, expressed or implied, except that plans and specifications furnished as a result of the Agreement will be prepared in accordance with generally accepted professional engineering practices.

Ainsworth Associates Mechanical Engineers carries insurance with \$2M/\$4M limits.

Ainsworth Associates Mechanical Engineers makes no representation concerning any probable budget costs made in connection with the plans, specifications or drawings prepared by them, other than that all probable costs are for budget purposes only and the Engineer cannot be held responsible for actual final construction costs.

We appreciate your consideration of our services for this project. I hope that you find this proposal acceptable. I am available to discuss any refinement or adjustments in the foregoing so that an agreement for our services can be developed. Please give me a call if you have questions.

Sincerely, AINSWORTH ASSOCIATES MECHANICAL ENGINEERS

Roger Gravelle Principal

AIA[®] Document B205[™] – 2017

Standard Form of Architect's Services: Historic Preservation

for the following **PROJECT**: (Name and location or address)

Carlin Historical Society Carlin Schoolhouse/Museum Renovation 718 Cedar Street Carlin, Nevada 89822

THE OWNER: (Name, legal status and address)

Carlin Historical Society 718 Cedar Street Carlin, Nevada 89822

THE ARCHITECT:

(Name, legal status and address)

Paul Cavin Architect LLC 1575 Delucchi Lane, Suite 120 Reno, Nevada 89501

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 28th day of May in the year 2025 . (In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 HISTORIC PRESERVATION SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's Historic Preservation Goals or objectives:

(List below the Owner's specific historic preservation goals or objectives for the Project such as historic preservation designations, sustainability objectives, tax

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ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services only and must be used with an ownerarchitect agreement. It may be attached as an exhibit to AIA Document B102[™]–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802[™]–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement. incentives, zoning classifications, or grants; and any associated deadlines.)

Please reference Paul Cavin Architect Professional Services Proposal Dated May 19, 2025 (P24045R2).

§ 1.1.2 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design Development Completion by December 1, 2025.

.2 Construction commencement date:

Not Applicable.

.3 Substantial Completion date or dates:

Not Applicable.

.4 Other milestone dates:

None.

§ 1.1.3 The Architect shall retain the following consultants: (*List name, discipline, address, and other information.*)

Structural Engineering – CFBR Structural Group Mechanical Engineering – Ainsworth Associates Mechanical Engineers Electrical Engineering – PK Electrical, Inc.

§ 1.1.4 Other Initial Information on which the Architect's services are based: (List below other information that will affect the Architect's performance, such as details of the Project's program, the Owner's contractors and consultants, the Owner's budget for the Project, authorized representatives, or anticipated procurement method.)

Please reference Paul Cavin Architect Professional Services Proposal Dated May 19, 2025 (P24045R2). Please also see the Observations and Recommendations Report dated September 20, 2024, prepared by Paul Cavin Architect LLC.

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

ARTICLE 2 HISTORIC PRESERVATION SERVICES

§ 2.1 The Architect shall manage the Historic Preservation Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 Unless otherwise required in the 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.

§ 2.4 The Architect shall prepare, and periodically update, a schedule of Historic Preservation Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the Historic Preservation

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§ 2.5 The Architect shall submit documentation regarding the Historic Preservation Services to the Owner at appropriate intervals for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Historic Preservation Services.

§ 2.6 The Architect shall, at appropriate times, contact the governmental authorities required to approve additions or alterations to the Project. In designing additions and alterations to the Project, the Architect shall respond to the applicable design requirements imposed by such governmental authorities.

§ 2.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governing and reviewing authorities having jurisdiction over the Project.

§ 2.8 The Architect shall provide the listed Historic Preservation Services only if specifically designated below as the Architect's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Historic Preservation Service is not being provided. (Designate the Architect's Historic Preservation Services and the Owner's Historic Preservation Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Historic Preservation Service.)

Services	Responsibility (Architect, Owner or Not Provided)
§ 2.8.1 HISTORIC ASSESSMENT	(Architect, Owner of Not Provided)
.1 Historic Research and Building Chronology	Not Provided.
.2 Archaeological Research	Not Provided.
§ 2.8.2 EXISTING BUILDINGS ASSESSMENT	
.1 Document Existing Conditions	Previously Provided.
.2 Preliminary Evaluation	Previously Provided.
.3 Code and Regulation Review	Architect.
.4 Structural Investigation	
.1 Survey	Previously Provided.
.2 Analysis	Previously Provided.
.3 Physical Testing	Not Provided.
.4 Other:	
.5 Seismic Investigation	Previously Provided.
.6 Façade Assessment	Previously Provided.
.7 Exploratory Demolition	Not Provided.
.8 Material Testing	Not Provided.
.9 Electrical and Mechanical Assessment	Previously Provided.
.10 Conveyance System Assessment	Not Provided.
.11 Mortar Analysis	Not Provided.
.12 Paint Analysis	Not Provided.
.1 Optical Microscopy	Not Provided.
.2 Chemical Analysis	Not Provided.
.3 Deterioration Analysis	Not Provided.
.4 Other:	

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§ 2.8.3 PRES .1	ERVATION PLANNING Historic Structure Report	Not Provided.
.2	Historic Building Preservation Plan	Not Provided.
.3	Historic Preservation Guidelines	Not Provided.
.4	Building Conservation	Not Provided.
.5	Conservation Assessment Program	Not Provided.
.6	Grant Proposals	Not Provided.
.7	Programming	Previously Provided.
.8	Preliminary Design	Previously Provided.
.9	Sustainability Evaluation and Recommendations	Not Provided.
.10	Materials Restoration	Not Provided.
.11	Preliminary Civil Design	Not Provided.
.12	Preliminary Landscape Design	Not Provided.
.13	Preliminary Cost Estimate	Not Provided.
.14	Contractor Qualifications	Not Provided.
.15	Maintenance Plan	Not Provided.
.16 Interpretive Presentations		Not Provided.
§ 2.8.4 SPEC SERVICES	IFIC STATE AND FEDERAL	
.1	State and Local Preservation Programs	Owner
.2	Historic Preservation Tax Incentives	Not Provided.
.3	National Register of Historic Places Nomination	Not Provided.
.4	National Historic Landmark Nomination	Not Provided.
.5 Section 106 of the National Historic Preservation Act Review Process		Not Provided.
.6	HABS/HAER/HALS Documentation	Not Provided.

§ 2.9 Description of Services

A brief description of each Historic Preservation Service is provided below. (If necessary, attach as an exhibit, or provide in Section 2.9, expanded or modified descriptions of the Historic Preservation Services listed below.)

§ 2.9.1 HISTORIC ASSESMENT

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§ 2.9.1.1 Historic Research, and Building and Site Chronology. Locate, identify, and assemble available drawings, historic photographs, and written accounts or descriptions of the building and site. Prepare a written chronology of the building and site's history, including important events pertaining to its construction, ownership, and use.

§ 2.9.1.2 Archaeological Research. Investigate the Project area below ground to make recommendations about recovery, protection, and evaluation of artifacts, and determination of their history. Prepare a report summarizing the results of the investigation.

§ 2.9.2 EXISTING BUILDINGS ASSESSMENT

§ 2.9.2.1 Document Existing Conditions. Provide a record of the site as it exists, including, as the Architect deems appropriate, measured drawings, field notes, photographs, models, or other means of documentation in digital or physical form.

§ 2.9.2.2 Preliminary Evaluation. Conduct a preliminary evaluation of the building. The preliminary evaluation shall summarize, in general terms: (1) the building's existing uses; (2) the condition of existing materials; (3) the condition of structural systems; (4) the condition of the building envelope; (5) the condition of mechanical and electrical systems; (6) potential hazardous materials or toxic substances; and (7) the building's probable historic significance. If necessary, as a result of the Preliminary Evaluation, the Architect will recommend further investigation for potential hazardous materials or toxic substances.

§ 2.9.2.3 Code and Regulation Review. Identify codes and regulations applicable to the Project, including those related to design, historic preservation, life safety, zoning, and access for people with disabilities. Describe how the codes and regulations apply to the Project and its intended use, and make recommendations for compliance.

§ 2.9.2.4 Structural Investigation. Investigate the structure of the building as designated in Section 2.8.2.4. Determine the elements of the existing structural system and assess the structural capabilities of the system by visual and capacity calculation methods.

§ 2.9.2.5 Seismic Investigation. Identify codes and regulations related to seismic considerations that apply to the building. Describe how the codes and regulations apply to the building and, if necessary, make recommendations to retrofit the building to comply with the codes and regulations.

§ 2.9.2.6 Façade Assessment. Assess the existing condition and historic significance of the façade or facades identified below. The assessment shall identify the façade's materials and significant elements, describe their current condition, estimate their remaining useful life, and identify observed deficiencies. (*Identify facades to be included in the Façade Assessment. If all facades will be included, indicate "all facades"*.)

Provided in the Observations and Recommendations Report dated September 20, 2024, prepared by Paul Cavin Architect LLC.

§ 2.9.2.7 Exploratory Demolition. Determine hidden materials or elements by removing the following portions of the building.

(Identify the purpose of each exploratory demolition and the portions of the building to be removed.)

Not provided. If needed or required, the Owner will be responsible for hiring a Contractor for Exploratory Demolition.

§ 2.9.2.8 Material Testing. Provide tests of materials identified below. Obtain the Owner's approval if the testing requires destructive testing or the removal of samples from the building. *(Identify the materials to be tested.)*

Not provided. If needed or required, the Owner will be responsible for hiring a materials testing firm.

§ 2.9.2.9 Electrical and Mechanical Assessment. Assess the building's existing electrical and mechanical systems. The assessment shall identify the existing electrical and mechanical systems, describe their current condition, estimate their remaining useful life, and identify observed deficiencies.

§ 2.9.2.10 Conveyance System Assessment. Assess the building's existing conveyance systems. The assessment

shall identify the existing conveyance systems, describe their current condition, estimate their remaining useful life, and identify observed deficiencies.

§ 2.9.2.11 Mortar Analysis. Provide chemical analysis for mortar composition. Determine historical compositions and compressive strength. Provide recommendations for matching the historic mortar with available materials.

§ 2.9.2.12 Paint Analysis. Analyze areas of painted surfaces as identified below for color match, sheen, stencil patterns, and chronology by optical microscopy, chemical analysis for composition or deterioration, or other testing as designated in Section 2.8.2.12. (*Identify areas of paint to be analyzed.*)

Not provided and not anticipated to be needed.

§ 2.9.2.13 Finishes, Fixtures, Furnishings Assessment. Assess the building's finishes, fixtures, and furnishings in terms of their physical condition, materials, workmanship, dates of construction, and historic significance. The assessment shall identify existing finishes, fixtures, and furnishings; describe their current condition; estimate their remaining useful life; and identify observed deficiencies.

§ 2.9.2.14 Landscape Assessment. Assess the existing conditions and historic significance of landscape design, features, and other site considerations.

§ 2.9.2.15 Identification of Environmental Requirements. Identify environmental requirements that may apply to the Owner's development objectives for the site, such as impact statements, assessments, documentation, or monitoring.

§ 2.9.3 PRESERVATION PLANNING

§ 2.9.3.1 Historic Structure Report. Prepare a Historic Structure Report according to the content and organization outline in the applicable National Park Service Preservation Brief in effect as of the date of the Agreement.

§ 2.9.3.2 Historic Building Preservation Plan. Prepare a Historic Building Preservation Plan in accordance with General Services Administration (GSA) guidelines in effect as of the date of the Agreement.

§ 2.9.3.3 Historic Preservation Guidelines. Provide historic preservation guidelines for the Project. The limits of the physical boundaries to which the guidelines apply are to be recommended by the Architect, and approved or defined by the Owner.

§ 2.9.3.4 Building Conservation. Provide a general assessment of the building for signs of ongoing or potential deterioration. Recommend procedures for mitigation of such deterioration.

§ 2.9.3.5 Conservation Assessment Program. Prepare a Conservation Assessment Program (CAP) as set forth by the National Institute for the Conservation of Cultural Property.

§ 2.9.3.6 Grant Proposals. Assist the Owner with preparation of the following grant proposals: *(Identify grant proposals and submission deadlines.)*

Not provided.

§ 2.9.3.7 Programming. Prepare a program setting forth the Owner's objectives, schedule, constraints, and criteria for development of the Project. The program may include physical space requirements, relationships of spaces, preservation treatments, and how the proposed use will impact the historical integrity of the existing building.

§ 2.9.3.8 Preliminary Design. Provide a preliminary design for the Project including the following deliverables: (Identify deliverables, such as plans, elevations, sections, or outline specifications, that the Architect will provide as part of the preliminary design.)

Please see the Observations and Recommendations Report dated September 20, 2024, prepared by Paul Cavin Architect LLC.

§ 2.9.3.9 Sustainability Evaluation and Recommendations. Evaluate the feasibility of incorporating sustainable

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design features into the proposed use of the building and site and provide the Owner with written recommendations.

§ 2.9.3.10 Materials Restoration. Provide drawings and specifications as necessary for restoration of materials.

§ 2.9.3.11 Preliminary Civil Design. Evaluate materials and systems, and develop preliminary design solutions, for utility systems, fire protection systems, drainage systems, and paving.

§ 2.9.3.12 Preliminary Landscape Design. Evaluate materials, systems, and equipment, and develop preliminary design solutions, for land forms, lawns and plantings, physical site characteristics, design objectives, and historic and environmental determinants.

§ 2.9.3.13 Preliminary Cost Estimate. Provide a preliminary estimate of the Cost of the Work based upon information determined from services performed under the Agreement. This estimate may be based on current area, volume, or similar conceptual estimating techniques. For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner.

§ 2.9.3.14 Contractor Qualifications. Prepare a list of contractor's qualifications required for the preservation work. Assist the Owner in evaluating the contractor's submittals and selecting qualified contractors.

§ 2.9.3.15 Maintenance Plan. Prepare a maintenance plan for the building. The maintenance plan shall (1) identify building components that require cyclical maintenance, (2) recommend maintenance intervals, and (3) describe maintenance requirements in detail or identify appropriate maintenance standards.

§ 2.9.3.16 Interpretive Presentations. Provide documents and other materials for the following interpretive presentations of the site and building(s): *(Identify interpretative presentation documents and materials the Architect will provide.)*

Not provided.

§ 2.9.4 SPECIFIC STATE AND FEDERAL PRESERVATION SERVICES

§ 2.9.4.1 State and Local Preservation Programs. Assist the Owner with applying for state or local historic designations, or other programs. The Owner shall provide necessary legal, tax, and accounting services. *(Identify designations or other programs.)*

Necessary information for Architectural design and documentation will be provided by the Owner

§ 2.9.4.2 Historic Preservation Tax Incentives. Assist the Owner in connection with the Owner's responsibility for preparing and filing documents necessary to seek the historic preservation tax incentives identified below. *(Identify tax incentives sought by the Owner)*

Not provided.

§ 2.9.4.3 National Register of Historic Places Nomination. Nominate the site, building, or structure for listing on the National Register of Historic Places. Prepare and submit forms, perform research, provide documentation, and coordinate with governing authorities as necessary to support the nomination.

§ 2.9.4.4 National Historic Landmark Nomination. Nominate the site, building, or structure as a National Historic Landmark. Prepare and submit forms, perform research, provide documentation, and coordinate with governing bodies as necessary to support the nomination.

§ 2.9.4.5 Section 106 Review Process. Assist the Owner regarding the Owner's responsibilities in complying with a review process under Section 106 of the National Historic Preservation Act, 54 U.S.C.A. § 306108 *et seq.*, including preparing documentation and responding to governing authorities.

§ 2.9.4.6 Historic American Building Survey/Historic American Engineering Record/Historic American Landscap

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Survey (HABS/HAER/HALS) Documentation. Prepare measured drawings, field notes, and photo documentation of the historic building or landscape in its existing condition, for submission to the Library of Congress. Prepare the materials in the format prescribed by the Library of Congress Historic American Building Survey/Historic American Engineering Record/Historic American Landscapes Survey. Assemble original documentation for donation to the Library of Congress collection.

§ 2.9.5 Other Historic Preservation Services Identified in Section 2.8.5:

(Describe the Historic Preservation Services, if any, identified in Section 2.8.5.)

If other Historic Preservation Services are needed or required during the design process a scope of work will be developed and a fee proposal prepared for consideration.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

§ 3.2 The Architect shall provide Historic Preservation Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

Zero) in person meetings with the Owner or the Owner's consultants .1 (0) .2) visits to the site by the Architect Zero (0) .3 Zero (0)) presentations of any portion of the Services to third parties as requested by the Owner .4 Zero (0)) preparation for, and attendance at, public hearings or meetings

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless the Architect is to perform programming services under Section 2.8.3.7, the Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints, and criteria for development of the property. The program may include physical space requirements, relationships of spaces, preservation treatments, and how the proposed use will impact the historical integrity of the existing building and site.

§ 4.2 The Owner shall furnish tests, inspections, and reports, required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.3 The Owner shall provide to the Architect schedule requirements or milestone dates pertaining to grant proposals, historic preservation certifications, tax incentives, and other required deadlines to be included in the Architect's schedule under Section 2.4.

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

§ 4.5 If necessary, the Owner shall provide the services of a surveyor, geotechnical engineer, environmental consultant, or archaeologist.

Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:07:49 PDT on 05/28/2025 under Order No. 20250116447 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B205TM - 2017, Standard Form of Architect's Services: Historic Preservation, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Owner, Paul Cavin Architect LLC

(Title)

5/28/2025

(Dated)

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