

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of December in the year 2025
(In words, indicate day, month and year.)

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

Iowa City Community School District
2255 N. Dubuque Road
Iowa City, Iowa 52245

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

Neumann Monson, Inc.
221 East College Street, Suite 303
Iowa City, IA 52240

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

FMP2.3 City High School Little Theater Upgrades
1900 Morningside Drive
Iowa City, IA 52245

Refer to Exhibit A- Scope, Services, and Fee Proposal dated October 7, 2025 for detailed project description

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. 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. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

M2B – Structural Engineering
 Design Engineers – Mechanical, Electrical, Audio-Visual Engineering
 C&C Consultants – Acoustical Design

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

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.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Pre-Design Study: stipulated sum of \$6,355

Remaining Project Services: stipulated sum of \$112,500

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

(Paragraph deleted)

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of One and One Half percent (1.5 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond eighteen (18) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

7.1 Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Neumann Monson Inc., staff, agents and subconsultants and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Neumann Monson Inc., its staff, agents and subconsultants to all those named shall not exceed the total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

7.2 This project will be built by a single prime contractor without the services of a Construction Manager.

7.3 Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Architect.

Init.

7.4 Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Architect or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate qualified Architects and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

7.5 The Architect (Company) shall not knowingly be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall knowingly not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Architect shall further acknowledge and certify services provided under this contract comply with Iowa Code 692A.113, and shall fully execute and deliver a copy of "Acknowledgement and Certification" From within ten (10) days of the execution of the Agreement or before any Company workers are on any Project site.

ARTICLE 8 SCOPE OF THE AGREEMENT

This Agreement is comprised of the following documents identified below:

.1 Exhibits:

Exhibit A - Scope, Services, and Fee Proposal dated October 7, 2025

Exhibit B - Schedule of Hourly Rates

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

DocuSigned by:

Ruthina Malone

63F04008062D426

OWNER (Signature)

Ruthina Malone, Board President
(Printed name and title)

Sally Obernolte

ARCHITECT (Signature)

Sally Obernolte, Principal
(Printed name, title, and license number, if required)

NEUMANN MONSON ARCHITECTS

10/7/2025

Attn:

Curt Pratt, AIA NCARB
Chief Operating Officer
Iowa City Community School District

RE: Architectural Services for City High School - Little Theater Upgrades

Dear Curt:

Neumann Monson, Inc. is pleased to offer our architectural design services for the City High School Little Theater, an anticipated \$800,000 renovation project. We sincerely appreciate the opportunity to continue our collaboration with you.

PROJECT SCOPE:

We understand the project is a renovation of the Little Theater, consisting of the following:

- Infilling the raked seating for a level floor
- New flooring
- New paint and misc. plaster repair
- Acoustic analysis and treatments for a space with flexible uses
- New window covering
- Electrical outlets at new floor elevation
- New general lighting
- New performance lighting for flexible performance uses
- New sound system with minimal recording abilities
- Gallery to remain and to receive new flooring and seating

PROJECT SCHEDULE:

We understand the project schedule as follows:

- Pre-Design Study Completed September 2025
- Design Duration September 2025 - January 2026
- Construction Duration Spring 2026 - Spring 2027

PROPOSED SERVICES:

Neumann Monson will provide the following services:

- Pre-design study regarding the floor infill option (completed)
- Existing conditions - site verifications and creation of Revit model for bidding documents
- Architectural, Acoustical, Electrical, and Audio-Visual design and engineering services for the following project phases: Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration, and Closeout

Our expectation is that you will provide the following:

- Available as-built drawings and specifications of the Little Theater

PROPOSED FEE:

We offer our services at a stipulated sum including expenses directly related to the project.

Pre-Design Study: \$6,355 (services completed)

Remaining Project Services: \$112,500

Fee Allocations for Remaining Project Services:

Schematic Design: 22%

Design Development: 20%

Contract Documents: 28%

Bidding/Negotiation: 5%

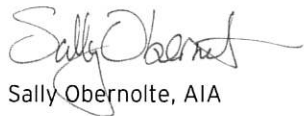
Contract Administration: 23%

Post Construction (Closeout): 2%

If this proposal is acceptable, we propose to use an American Institute of Architects Standard Short Form of Agreement between Owner and Architect (B105-2017). A standard template of the agreement is attached.

If you have questions, please feel free to give me a call to discuss. We look forward to working with you.

Sincerely,

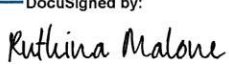


Sally O'bernalte, AIA

Principal

Neumann Monson, Inc.

Accepted:

DocuSigned by:

Signature 53F01008062D426...
Title Board President
Date 10/14/2025

Attachments: AIA B105 - 2017

2025 Schedule of Hourly Rates

CONFIDENTIAL

Various personnel of the firm have been classified according to experience and technical training, and the following schedule of charges for services will apply for all work performed during 2025. For the work undertaken in subsequent years, this schedule may be negotiated upward as a direct result of salary escalation.

CLASSIFICATION	HOURLY RATE
CLERICAL I	\$75.00
CLERICAL II	\$85.00
CLERICAL III	\$95.00
TECHNICAL STAFF I	\$85.00
TECHNICAL STAFF II	\$100.00
TECHNICAL STAFF III	\$110.00
TECHNICAL STAFF IV	\$120.00
TECHNICAL STAFF V	\$135.00
TECHNICAL STAFF VI	\$150.00
TECHNICAL STAFF VII	\$165.00
INTERIOR DESIGNER I	\$90.00
INTERIOR DESIGNER II	\$105.00
INTERIOR DESIGNER III	\$120.00
INTERIOR DESIGNER IV	\$135.00
INTERIOR DESIGNER V	\$150.00
INTERIOR DESIGNER VI	\$165.00
INTERN ARCHITECT I	\$90.00
INTERN ARCHITECT II	\$105.00
INTERN ARCHITECT III	\$120.00
INTERN ARCHITECT IV	\$135.00
ARCHITECT I	\$120.00
ARCHITECT II	\$130.00
ARCHITECT III	\$140.00
ARCHITECT IV	\$150.00
ARCHITECT V	\$165.00
ASSOCIATE I	\$130.00
ASSOCIATE II	\$140.00
ASSOCIATE III	\$150.00
ASSOCIATE IV	\$165.00
ASSOCIATE V	\$180.00
ASSOCIATE PRINCIPAL I	\$160.00
ASSOCIATE PRINCIPAL II	\$175.00
ASSOCIATE PRINCIPAL III	\$190.00
PRINCIPAL I	\$200.00
PRINCIPAL II	\$225.00
PRINCIPAL III	\$240.00