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3 **Indiana University**  
4 **Agreement Between Owner and**  
5 **Consultant for a Small Project**  
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8 This AGREEMENT is made:  
9 (*Date*)  
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16 BETWEEN the Owner:

17  
18 **The Trustees of Indiana University**  
19 **1800 N. Range Road**  
20 **Bloomington, IN 47408**  
21  
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24  
25 and the Consultant:  
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30  
31 for the following Project:  
32 (project name & project number)  
33 (insert or attach project description)  
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43 The Owner and Consultant agree as follows:  
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**ARTICLE 1**  
**CONSULTANT'S RESPONSIBILITIES**

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49 1. During the Design Phase, the Consultant and Consultants engaged or employed by  
50 Consultants shall perform the following tasks:  
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- 52 1.1 Visit the project facility, inspect the area to be renovated and gather data  
53 to prepare a scope of work, budget, schedule, and design of renovation;  
54
  - 55 1.2 Provide the owner a written description/scope of work required to meet  
56 project goals. Include as much relevant data as possible, including a  
57 description of existing electrical, mechanical, HVAC systems and their  
58 requirements;  
59
  - 60 1.3 Provide the owner with an estimate cost to accomplish the work, including cost of  
61 materials, cost of labor, and other related costs, using the University cost model  
62 format;  
63
  - 64 1.4 Develop a design solution based on the approved project requirements;  
65 arrange meetings with I.U. Architect and Users to review design solutions,  
66 budget and schedule;  
67
  - 68 1.5 The Consultant shall submit schedules of all key events such as: program  
69 meetings, review of document meetings, drawing submittal dates, bid date and  
70 projected construction duration;  
71
  - 72 1.6 Upon the Owner's approval of the design solution, prepare Construction  
73 Documents indicating requirements for construction of the project;  
74
  - 75 1.7 Assist the Owner in filing documents required for the approval of  
76 government authorities and entities such as Factory Mutual;  
77
  - 78 1.8 Assist the Owner in obtaining bids or price proposals and award contracts  
79 for construction;  
80
  - 81 1.9 Utilize Indiana University's Architecture and Engineering standards when  
82 applicable. However, the use of these standards does not eliminate or lessen the  
83 Project Architects professional liability for the project. The standards are meant as  
84 a guideline. In no case should the project Architect violate applicable codes,  
85 regulations, or good building practices;  
86
  - 87 1.10 In order to provide uniformity in documents the project Consultant will provide  
88 specifications in the Construction Specification Institute format;  
89
  - 90 1.11 Incidental Design. In some cases, when approved by Indiana University, the  
91 Project Consultant may specify in the contract documents that the contractor is

92 responsible for incidental design of specific items such as curtain walls, roofing  
93 systems, etc. The Project Consultant will present the University with a list of all  
94 proposal incidental design items for approval.  
95

- 96 1.12 All drawings are to be stamped and signed by a Professional Consultant  
97 registered in the State of Indiana for each discipline required and where  
98 applicable, by a Land Surveyor registered in Indiana and survey work must follow  
99 IU survey standards

100  
101 **ARTICLE 2**  
102 **CONSTRUCTION PHASE**

103  
104 During the Construction Phase, the Consultant shall act as the Owner's representative  
105 and provide administration of the Contract between the Owner and Contractor. Unless  
106 otherwise agreed, the Consultant's services during construction include visiting the site  
107 weekly and more often if required, reviewing and certifying payments, reviewing the  
108 construction submittals and shop drawings, and rejecting nonconforming work, taking and  
109 reporting meeting minutes and/or making a written biweekly report to the Owner on the  
110 progress and status of the construction; interpreting the Contract Documents, writing and  
111 executing Change Orders for changes in the original construction contract scope of work,  
112 making a punch list inspection of completed work and making a final project inspection  
113 just prior to the expiration of the two year warranty term.  
114

115 On the date of Substantial Completion the Consulting Firm will submit to Indiana  
116 University a summary of all warranties. The summary shall include in part: Each  
117 individual component of the building, site landscape, hardscape, and moveable and fixed  
118 equipment. The summary will include the name, address and telephone number of each  
119 firm warranting specific items. The time period covered by the warranty will be listed.  
120

121 **ARTICLE 3**  
122 **TRANSFER OF COPYRIGHT**

123  
124 The Consultant acknowledges and agrees that all drawings, specifications and other  
125 documents or works prepared by, or hereafter to be prepared by, the Consultant, in  
126 whole or in part, in connection with the project ("Architectural Drawings"), including, but  
127 not limited to, all works based upon, derived from or incorporating the Architectural  
128 Drawings, are intended to be the sole property of the Owner. The Consultant hereby  
129 expressly transfers to the Owner the exclusive right to any and all copyright interest in the  
130 Architectural Drawings and to any material object in which all or any part of the  
131 Architectural Drawings is embodied.  
132

133 **ARTICLE 4**  
134 **TERMINATION, SUSPENSION OR ABANDONMENT**

- 135  
136 4.1 In the event of the Owner termination, suspension or abandonment of the project,  
137 the Consultant shall be equitably compensated by the owner for services performed

138 to the date of termination, suspension or abandonment.  
139

140 4.2 Either the Consultant or the Owner may terminate this Agreement with or without  
141 cause after giving no less than seven (7) days written notice to the other party.  
142

143 4.3 In the event of termination, suspension, abandonment or completion of the project,  
144 the Consultant shall deliver to the Owner within seven (7) days all Architectural  
145 Drawings, whether complete or incomplete, not previously delivered to the Owner  
146 during the course of the project. The Owner, as the holder of the exclusive right to  
147 any and all copyright interest in the Architectural Drawings, as provided in Article 3,  
148 shall have the right to use and reuse any and all Architectural Drawings for any  
149 purpose in connection with the project, including, but not limited to, its completion  
150 using entities other than the Consultant, at the Owner's sole discretion and at no  
151 additional cost to the Owner.  
152

153 **ARTICLE 5**  
154 **MISCELLANEOUS PROVISIONS**  
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156 5.1 This agreement shall be governed by the law of the State of Indiana.  
157

158 5.2 The Owner and Consultant respectively bind themselves, their partners,  
159 successors, assigns and legal representatives to this Agreement. Neither party to  
160 this Agreement shall assign the Contract in whole or in part without the advance  
161 written consent of the other.  
162

163 5.3 The Consultant shall have no responsibility for the identification, discovery,  
164 presence, handling, removal or disposal of, or exposure of persons to  
165 hazardous materials in any form at the project site.  
166

167 5.4 The Consultant shall maintain insurance coverage for comprehensive general  
168 liability, automobile liability and worker's compensation in forms and amounts  
169 satisfactory to the Owner as listed below. The specific project name and project  
170 number must be identified on each certificate and an up to date certificate must be  
171 attached to each project contract.  
172

173 General Liability – \$1,000,000

174 Auto Liability - \$1,000,000/\$1,000,000 Personal Injury/\$1,000,000/  
175 \$1,000,000 Property Damage (or \$1,000,000  
176 combined single limit)

177 Employer's Liability - \$1,000,000 (part of which may be covered by  
178 umbrella coverage)

179 Workers Comp - Statutory

180 Professional Liability/E & O - \$1,000,000  
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184 The Consultant shall require that any and all subcontractors or additional consultants  
185 that Consultant engages or employs carry and maintain similar insurance with  
186 reasonably prudent limits and coverage consistent with the services rendered by  
187 such consultants. The Consultant shall submit to the Owner a Schedule of Insurance  
188 for any subcontractor or additional consultants that the Consultant employs or  
189 engages for the Owner's review and approval. The approval of the Schedule of  
190 Insurance by the Owner shall be a condition precedent to the Consultant's exercise  
191 or enforcement of any rights under this Agreement. The certificate of insurance to be  
192 supplied MUST also name "The Trustees of Indiana University, its officers, agents  
193 and employees" as an additional insured for the general liability and auto liability  
194 coverages. All approved insurance policies shall incorporate a provision requiring  
195 that the insurance carrier notify the Owner, in writing, thirty (30) days prior to  
196 cancellation, non-renewal or material modification to the policies.  
197

- 198 5.5 The Consultant will not engage in, or tolerate by its employees, consultants, or  
199 agents, sexual harassment.  
200
- 201 5.6 The Consultant, its agents, employees, or consultants shall not discriminate  
202 against any person regarding employment because of race, sex, religion,  
203
- 204 5.7 During Schematic Design and Design Development, Consultant shall furnish to  
205 the University Architect's Office electronic CADD files of floor plans with area  
206 polylines and square footage calculations for use in programming analysis.  
207 Methods for drawing and calculating areas may be obtained from the I.U. Bureau  
208 of Facilities Programming and Utilization.  
209
- 210 5.8 The Consultant shall, within one month after the construction contract is  
211 awarded, provide the University Architect's Office with one set of electronic CADD  
212 files representing every sheet in the bid documents. Each sheet is to have its own  
213 unique plot file and comply with the current University Architect's CAD  
214 Standards\*\*. Word processing files (Word/WordPerfect) for all specifications shall  
215 also be included. Final payment to the Consultant for services rendered during  
216 the bidding phase is contingent upon approved acceptance of these documents.  
217 \*Indiana University has adopted the National CAD Standards. You may purchase  
218 a copy of the National CAD Standards from this web site.  
219 <http://www.nationalcadstandard.org/>. More information on Indiana University's  
220 adoption of this new standard may be found at the following web site:  
221 <http://www.indiana.edu/~uao>.  
222
- 223 5.9 The Consultant shall provide the University Architect's Office with one set of  
224 electronic CAD files representing as-built or record drawings, 4 sets of hardcopy  
225 drawings from these files, plus one set of scanned tif files from each sheet of the  
226 original contractor paper mark-up as-built sets. Substantial completion will not be  
227 granted until these items are received and approved. Each sheet is to have its own  
228 unique file and comply with the current University Architect's CAD standards.\*\* For a  
229 more detailed description of the IU As-Built requirements please refer to the General

230 Conditions section on Electronic CAD Files & As-Built Field Data, or see the  
231 following link: [http://www.indiana.edu/~uao/IU\\_as-built\\_cad\\_requirements.pdf](http://www.indiana.edu/~uao/IU_as-built_cad_requirements.pdf)  
232

233 The Architect shall verify the accuracy of these drawings and make note of any  
234 necessary revision to reflect "as-built" conditions based upon its observations of the  
235 Work. It shall be the responsibility of the Contractor to incorporate the Architect's  
236 comments. If more than two reviews are required, the Architect will be compensated  
237 as per section 11.2.2.

238 \*\*Indiana University has adopted the National CAD Standards. You may purchase a  
239 copy of the National CAD Standards from this web site  
240 <http://www.nationalcadstandard.org/>. More information on Indiana University's  
241 adoption of this new standard may be found at the following web site:  
242 <http://www.indiana.edu/~uao>.  
243

- 244 5.10 The Consultant shall, within one month of the Date of Substantial Completion,  
245 provide the University Architect's Office with two sets of interior finish binders that  
246 include actual samples and product identification data of the interior finishes  
247 installed in the project.  
248
- 249 5.11 Reimbursable Expenses
- 250 a. Receipts and other relevant records must be furnished for all reimbursable  
251 costs. Credit card statements are not acceptable records.  
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  - 253 b. When Consultant employees are away from the home office for twenty-four  
254 hours or more, meals will be reimbursed at the current University per diem rate.  
255
  - 256 c. Motel costs will be reimbursed at the single room rate. Telephone calls other  
257 than those related to University business, from motels will not be reimbursed.  
258
  - 259 d. Rental car costs are not reimbursable expenses unless approved in advance  
260 by the Owner. The use of Economy Class vehicles is recommended.  
261
  - 262 e. Airline travel costs are not reimbursable expenses unless approved in advance  
263 by the Owner. Approved airline travel arrangements shall be made through  
264 travel agents designated by the Owner. Consultants should travel "Coach  
265 Class" and should purchase tickets at least 14 days in advance of travel when  
266 possible.  
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  - 268 f. There will be no reimbursement for travel including mileage, lodging, meals or  
269 parking within the state of Indiana.  
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  - 271 g. Out of state vehicle travel will be reimbursed at the then-current University  
272 mileage rate.  
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  - 274 h. Expense of filing fees for securing approval from governing authorities will be  
275 reimbursed.

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- i. The Owner does not reimburse for miscellaneous overhead expenses, including but not limited to telefax, incidental printing and copying, office supplies, computer discs, couriers, federal express, postage, mail services, and local and long distance telephone service charges. For other miscellaneous expenses, the Consultant may seek approval for reimbursement. Approved reimbursement of miscellaneous expenses will be at a rate of 1.1 times the expense incurred by the Consultant.

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### Printing Costs

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- All printing for pre-bid or Owner-required reviews (“review sets”), and renderings/presentations shall be produced and distributed by the approved Indiana University Centralized Printing Vendor (“Printing Vendor”). Any expenses associated with such drawing and specification printing shall be borne by Indiana University and shall not be a reimbursable item to the Owner. Consultants shall coordinate submission of either paper copies or electronic files of the review sets to the Printing Vendor along with instructions to the Printing Vendor for distribution of the review sets.
  - All printing for project construction bid drawings, specifications, and addenda will be produced and distributed by the Printing Vendor. The Printing Vendor will also host an online web-based planroom that will list current and upcoming IU construction bid projects for information as well as bid set ordering. Consultants shall work with the Printing Vendor to coordinate the direct upload or mailing on construction document files/originals.
  - Any expenses associated with reports or documentation above the standard incidental printing, approved by I.U. in advance, shall be borne by Indiana University and not as a reimbursable item to the Owner.

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## ARTICLE 6

### COMPENSATION AND PAYMENTS TO THE ARCHITECT

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- 6.1 FOR BASIC SERVICES, as described in Article 2, and any other services defined in this Agreement as Basic Services, Basic Compensation shall be computed as follows: A fixed fee calculated as a stipulated percentage of the probable construction costs. Any additional fees for substantial changes of scope must be negotiated and an addendum added to this contract or with prior agreement of the parties the fee may be established as “NOT TO EXCEED” amount. If the average of the project bids come in 15% or more under the estimate provided by the Architect at the initiation of this contract, a deduct addendum may be requested to adjust the fees. Reduction to project scope does not allow the Consultant additional fees.

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6.2 Reimbursable expenses anticipated by the Architect.  
(List items and anticipated costs.)

6.3 Architectural services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget.

**ARTICLE 7**  
**OTHER PROVISIONS**

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

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

**OWNER**

**CONSULTANT**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name, title and address)*

\_\_\_\_\_  
*(Printed name, title and address)*

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**CONSULTANT ASBESTOS CERTIFICATION**

TO: INDIANA UNIVERSITY

The Consultant certifies that:

Adequate research and review of product information will be undertaken and, to the best of my knowledge, no asbestos containing materials will be specified for the project indicated below.

Asbestos containing materials include any building material with markings on the packaging or material itself with the following or similar wording: "May contain mineral fibers", originating from Canada.

IU Project Name and Number: \_\_\_\_\_

Consultant Firm: \_\_\_\_\_

Consultant of Record- Name: \_\_\_\_\_

Consultant of Record- Signature: \_\_\_\_\_

Date \_\_\_\_\_

Review Copy