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3 **Indiana University**
4 **Agreement Between Owner and**
5 **Engineer for a Small Project**
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8 This AGREEMENT is made: *(Date)*
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10
11 BETWEEN the Owner:

12
13 **The Trustees of Indiana University**
14 **1800 N. Range Road**
15 **Bloomington, IN 47408**
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19 and the Engineer:
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25 for the following Project:
26 (project name & project number)
27 (insert or attach project description)
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41 The Owner and Engineer agree as follows:
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ARTICLE 1
ENGINEER'S RESPONSIBILITIES

During the Design Phase, the Engineer and Consultants engaged or employed by Consultants shall perform the following tasks:

- 1.1 Visit the project facility, inspect the area to be renovated and gather data to prepare a scope of work, budget, schedule, and design of renovation or construction;
- 1.2 Provide the owner a written description/scope of work required to meet project goals. Include as much relevant data as possible, including a description of existing electrical, mechanical, HVAC systems and their requirements;
- 1.3 Provide the owner with an estimate cost to accomplish the work, including cost of materials, cost of labor, and other related costs, using the University cost model format;
- 1.4 Develop a design solution based on the approved project requirements; arrange meetings with I.U. Engineer and Users to review design solutions, budget and schedule;
- 1.5 The Engineer shall submit schedules of all key events such as: program meetings, review of document meetings, drawing submittal dates, bid date and projected construction duration;
- 1.6 Upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project;
- 1.7 Assist the Owner in filing documents required for the approval of government authorities and entities such as Factory Mutual;
- 1.8 Assist the Owner in obtaining bids or price proposals and award contracts for construction;
- 1.9 Utilize Indiana University's Architecture and Engineering standards when applicable. However, the use of these standards does not eliminate or lessen the Project Architects professional liability for the project. The standards are meant as a guideline. In no case should the project Architect violate applicable codes, regulations, or good building practices;
- 1.10 In order to provide uniformity in documents the project Engineer shall provide

90 specifications in the Construction Specification Institute format;

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93 1.11 Incidental Design. In some cases, when approved by Indiana University, the
94 Project Engineer may specify in the contract documents that the contractor is
95 responsible for incidental design of specific items such as curtain walls, roofing
96 systems, etc. The Project Engineer will present the University with a list of all
97 proposed incidental design items for approval;
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99 1.12 All drawings are to be stamped and signed by a Professional Engineer registered
100 in the State of Indiana for each discipline required and where applicable, by a Land
101 Surveyor registered in Indiana and survey work must follow IU survey standards.
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104 **ARTICLE 2**
105 **CONSTRUCTION PHASE**
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107 During the Construction Phase, the Engineer shall act as the Owner's representative and
108 provide administration of the Contract between the Owner and Contractor. Unless
109 otherwise agreed, the Engineer's services during construction include visiting the site
110 weekly and more often if required, reviewing and certifying payments, reviewing the
111 construction submittals and shop drawings, and rejecting nonconforming work, taking and
112 reporting meeting minutes and/or making a written biweekly report to the Owner on the
113 progress and status of the construction; interpreting the Contract Documents, writing and
114 executing Change Orders for changes in the original construction contract scope of work,
115 making a punch list inspection of completed work and making a final project inspection
116 just prior to the expiration of the two year warranty term.
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118 On the date of Substantial Completion the Engineering Firm will submit to Indiana
119 University a summary of all warranties. The summary shall include in part: Each
120 individual component of the building, site landscape, hardscape, and moveable and fixed
121 equipment. The summary will include the name, address and telephone number of each
122 firm warranting specific items. The time period covered by the warranty will be listed.
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125 **ARTICLE 3**
126 **TRANSFER OF COPYRIGHT**
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128 The Engineer acknowledges and agrees that all drawings, specifications and other
129 documents or works prepared by, or hereafter to be prepared by, the Engineer, in whole
130 or in part, in connection with the project ("Engineering Drawings"), including, but not
131 limited to, all works based upon, derived from or incorporating the Engineering Drawings,
132 are intended to be the sole property of the Owner. The Engineer hereby expressly
133 transfers to the Owner the exclusive right to any and all copyright interest in the
134 Engineering Drawings to any material object in which all or any part of the Engineering

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Drawings is embodied.

ARTICLE 4
TERMINATION, SUSPENSION OR ABANDONMENT

- 4.1 In the event of the Owner termination, suspension or abandonment of the project, the Engineer shall be equitably compensated by the owner for services performed to the date of termination, suspension or abandonment.
- 4.2 Either the Engineer or the Owner may terminate this Agreement with or without cause after giving no less than seven (7) days written notice to the other party.
- 4.3 In the event of termination, suspension, abandonment or completion of the project, the Engineer shall deliver to the Owner within seven (7) days all Drawings, whether complete or incomplete, not previously delivered to the Owner during the course of the project. The Owner, as the holder of the exclusive right to any and all copyright interest in the Drawings, as provided in Article 3, shall have the right to use and reuse any and all Architectural Drawings for any purpose in connection with the project, including, but not limited to, its completion using entities other than the Engineer, at the Owner's sole discretion and at no additional cost to the Owner.

ARTICLE 5
MISCELLANEOUS PROVISIONS

- 5.1 This agreement shall be governed by the law of the State of Indiana.
- 5.2 The Owner and Engineer respectively bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the Contract in whole or in part without the advance written consent of the other.
- 5.3 The Engineer shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site.
- 5.4 The Consultant shall maintain insurance coverage for comprehensive general liability, automobile liability and worker's compensation in forms and amounts satisfactory to the Owner (attach certificates).

General Liability – \$1,000,000
Auto Liability - \$500,000 / \$1,000,000 Personal Injury / \$500,000 /
\$1,000,000 Property Damage

Workers Comp – Statutory
Professional Liability/E& O - \$1,000,000

The Consultant shall require that any and all subcontractors or additional consultants that Consultant engages or employs carry and maintain similar insurance with reasonably prudent limits and coverage consistent with the services rendered by such consultants. The Consultant shall submit to the Owner a Schedule of Insurance for any subcontractor or additional consultants that the Consultant's for the Owner's review and approval. The approval of the Schedule of Insurance by the Owner shall be a condition precedent to the Consultant's exercise or enforcement of any rights under this Agreement. The certificate of insurance to be supplied MUST also name "The Trustees of Indiana University, its officers, agents and employees" as an additional insured for the general liability and auto liability coverages. All approved insurance policies shall incorporate a provision requiring that the insurance carrier notify the Owner, in writing, thirty (30) days prior to cancellation, non-renewal or material modification to the policies.

- 5.5 The Engineer will not engage in, or tolerate by its employees, consultants, or agents, sexual harassment.
- 5.6 The Engineer, its agents, employees, or consultants shall not discriminate against any person regarding employment because of race, sex, religion.
- 5.7 During Schematic Design and Design Development, Engineer shall furnish to the University Architect's Office electronic CAD files of floor plans with area polylines and square footage calculations for use in programming analysis. Methods for drawing and calculating areas may be obtained from the I.U. Bureau of Facilities Programming and Utilization.
- 5.8 The Engineer shall, within one month after the construction contract is awarded, provide the University Architect's Office with one set of electronic CAD files representing every sheet in the bid documents. Each sheet is to have its own unique file and comply with the current University Architect's CAD Standards**. Word processing files (Word/WordPerfect) for all specifications shall also be included. Final payment to the Engineer for services rendered during the bidding phase is contingent upon approved acceptance of these documents. *Indiana University has adopted the National CAD Standards. You may purchase a copy of the National CAD Standards from this web site <http://www.nationalcadstandard.org/>. More information on Indiana University's adoption of this new standard may be found at the following web site: <http://www.indiana.edu/~uao>.
- 5.9 The Contractor shall provide the University Architect's Office with one set of electronic CAD files representing as-built or record drawings, 4 sets of hardcopy drawings from these files, plus one set of scanned tif files from each sheet of the

225 original contractor paper mark-up as-built sets. Substantial completion will not be
226 granted until these items are received and approved. Each sheet is to have its own
227 unique file and comply with the current University Architect's CAD standards.** For
228 a more detailed description of the IU As-Built requirements please refer to the
229 General Conditions section on Electronic CAD Files & As-Built Field Data, or see
230 the following link: http://www.indiana.edu/~uao/IU_as-built_cad_requirements.pdf
231

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

237 **Indiana University has adopted the National CAD Standards. You may purchase a
238 copy of the National CAD Standards from this web site
239 <http://www.nationalcadstandard.org/>. More information on Indiana University's
240 adoption of this new standard may be found at the following web site:
241 <http://www.indiana.edu/~uao>.
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- 244 5.10 The Engineer shall, within one month of the Date of Substantial Completion,
245 provide the University Architect's Office with two sets of interior finish binders
246 that include actual samples and product identification data of the interior
247 finishes installed in the project.
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- 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
255 rate.
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- 257 c. Motel costs will be reimbursed at the single room rate. Telephone calls
258 other than those related to University business, from motels will not be
259 reimbursed.
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- 261 d. Rental car costs are not reimbursable expenses unless approved in advance
262 by the Owner. The use of Economy Class vehicles is recommended.
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- 264 e. Airline travel costs are not reimbursable expenses unless approved in
265 advance by the Owner. Approved airline travel arrangements shall be made
266 through travel agents designated by the Owner. Consultants should travel
267 "Coach Class" and should purchase tickets at least 14 days in advance of
268 travel when possible
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- 270 f. There will be no reimbursement for travel including mileage, lodging, meals

- 271 or parking within the state of Indiana.
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273 g. Out of state vehicle travel will be reimbursed at the then-current University
274 mileage rate.
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276 h. Expense of filing fees for securing approval from governing authorities will be
277 reimbursed.
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279 i. The Owner does not reimburse for miscellaneous overhead expenses,
280 including but not limited to telefax, incidental printing and copying, office supplies,
281 computer discs, couriers, federal express, postage, mail services, and local and
282 long distance telephone service charges. For other miscellaneous expenses, the
283 Consultant may seek approval for reimbursement. Approved reimbursement of
284 miscellaneous expenses will be at a rate of of 1.1 times the expense incurred by
285 the Consultant.
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Printing Costs

- 289 • All printing for pre-bid or Owner-required reviews (“review sets”), and
290 renderings/presentations shall be produced and distributed by the approved
291 Indiana University Centralized Printing Vendor (“Printing Vendor”). Any
292 expenses associated with such drawing and specification printing shall be borne
293 by Indiana University and shall not be a reimbursable item to the Owner.
294 Consultants shall coordinate submission of either paper copies or electronic
295 files of the review sets to the Printing Vendor along with instructions to the
296 Printing Vendor for distribution of the review sets.
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298 • All printing for project construction bid drawings, specifications, and addenda
299 will be produced and distributed by the Printing Vendor. The Printing Vendor
300 will also host an online web-based planroom that will list current and upcoming
301 IU construction bid projects for information as well as bid set ordering.
302 Consultants shall work with the Printing Vendor to coordinate the direct upload
303 or mailing on construction document files/originals.
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305 • Any expenses associated with reports or documentation above the standard
306 incidental printing, approved by I.U. in advance, shall be borne by Indiana
307 University and not as a reimbursable item to the Owner.
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ARTICLE 6

COMPENSATION AND PAYMENTS TO THE ENGINEER

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315 6.1 FOR BASIC SERVICES and any other services defined in this Agreement as Basic Services,
316 Basic Compensation shall be computed as follows: A fixed fee calculated as a stipulated
317 percentage of the probable construction costs. Any additional fees for substantial changes of
318 scope must be negotiated and an addendum added to this contract or with prior agreement
319 of the parties the fee may be established as "NOT TO EXCEED" amount. If the average of
320 the project bids come in 15% or more under the estimate provided by the Engineer at the
321 initiation of this contract, a deduct addendum may be requested to adjust fees. Reduction to
322 project scope does not allow the Engineer additional fees.
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334 6.2 Reimbursable expenses anticipated by the Engineer.
335 (List items and anticipated costs.)
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340 6.3 Engineering services not covered by this Agreement include, among
341 others, revisions due to changes in the scope, quality or budget.
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343 6.4 Until such time as all close out documents are received by the University, including as-
344 built drawings as referenced in Section 5.8, the University will withhold from the
345 Engineer's payment invoice an amount equal to one quarter of one percent (.25%) of
346 the project construction cost up to a maximum of \$10,000. This is meant as a fair
347 value of the Engineer's work remaining to review the close out documents.
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350 **ARTICLE 7**
351 **OTHER PROVISIONS**

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353 *(Insert description of other services and modifications to the terms of this Agreement.)*
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This Agreement entered into as of the day and year first written above.

OWNER

ENGINEER

(Signature)

(Signature)

(Printed name, title and address)

(Printed name, title and address)

review copy

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ENGINEER ASBESTOS CERTIFICATION

TO: INDIANA UNIVERSITY

The Engineer 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: _____

Engineering Firm: _____

Engineer of Record- Name: _____

Engineer of Record- Signature: _____

Date _____