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3 **Indiana University**
4 **Agreement Between Owner and**
5 **Architect for a Roofing Project**
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8 This **AGREEMENT** is made:
9 (*Date*)
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16 **BETWEEN** the Owner:
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18 **The Trustees of Indiana University**
19 **1800 N. Range Road**
20 **Bloomington, IN 47408**
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23 and the Architect:
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29 for the following Project:
30 (project name & project number)
31 (insert or attach project description)
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42 The Owner and Architect agree as follows:
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ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

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

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- 1.1 Visit the project facility, inspect the roof to be replaced, review existing structural components of roof's design to determine its ability to properly support the new roof system and gather data to prepare a scope of work, budget, schedule, and design of replacement roof;
 - 1.2 Provide the owner a written description of the scope of work. Include as much relevant data as possible, such as, dimensions and composition of roof to be replaced, roof mounted equipment, and roof vents or penetrations;
 - 1.3 Provide the owner with a cost estimate 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 University Architect's office staff and Users to review design solutions, budget and schedule;
 - 1.5 Upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project;
 - 1.6 Assist the Owner in filing documents required for the approval by regulatory agencies;
 - 1.7 Assist the Owner in obtaining bids or price proposals and award contracts for construction;
 - 1.8 In order to provide uniformity in documents the Architect will provide specifications in the Construction Specification Institute format and drawings per University CADD Standards.

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ARTICLE 2
CONSTRUCTION PHASE

85 During the Construction Phase, the Architect shall act as the Owner's representative and
86 provide administration of the Contract between the Owner and Contractor. Unless
87 otherwise agreed, the Architect's services during construction include visiting the site
88 weekly and more often if required, reviewing and certifying payments, reviewing the
89 construction submittals and shop drawings, and rejecting nonconforming work, taking and

90 reporting meeting minutes and/or making a written biweekly report to the Owner on the
91 progress and status of the construction; interpreting the Contract Documents, writing and
92 executing Change Orders for changes in the original construction contract scope of work,
93 making a punch list inspection of completed work and making a final project inspection
94 just prior to the expiration of the warranty term.
95

96 On the date of Substantial Completion the Architectural Firm will submit to Indiana
97 University a summary of all warranties. The summary will include the name, address and
98 telephone number of each firm warranting specific items. The time period covered by the
99 warranty will be listed.
100

101 **ARTICLE 3**
102 **TRANSFER OF COPYRIGHT**
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104 The Architect acknowledges and agrees that all drawings, specifications and other
105 documents or works prepared by, or hereafter to be prepared by, the Architect, in whole
106 or in part, in connection with the project ("Architectural Drawings"), including, but not
107 limited to, all works based upon, derived from or incorporating the Architectural Drawings,
108 are intended to be the sole property of the Owner. The Architect hereby expressly
109 transfers to the Owner the exclusive right to any and all copyright interest in the
110 Architectural Drawings and to any material object in which all or any part of the
111 Architectural Drawings is embodied.
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113 **ARTICLE 4**
114 **TERMINATION, SUSPENSION OR ABANDONMENT**
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- 116 4.1 In the event of termination, suspension, or abandonment of the project, the
117 Architect shall be equitably compensated by the owner for services performed to
118 date of termination, suspension or abandonment.
119
- 120 4.2 Either the Architect or the Owner may terminate this Agreement with or without
121 cause after giving no less than seven (7) days written notice to the other party.
122
- 123 4.3 In the event of termination, suspension, abandonment or completion of the
124 project, the Architect shall deliver to the Owner within seven (7) days all
125 Architectural Drawings, whether complete or incomplete, not previously delivered
126 to the Owner during the course of the project. The Owner, as the holder of the
127 exclusive right to any and all copyright interest in the Architectural Drawings, as
128 provided in Article 3, shall have the right to use and reuse any and all Architectural
129 Drawings for any purpose in connection with the project, including, but not limited
130 to, its completion using entities other than the Architect, at the Owner's sole
131 discretion and at no additional cost to the Owner.
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133 **ARTICLE 5**

134 **MISCELLANEOUS PROVISIONS**

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- 136 5.1 This agreement shall be governed by the law of the State of Indiana.
- 137
- 138 5.2 The Owner and Architect respectively bind themselves, their partners, successors,
139 assigns and legal representatives to this Agreement. Neither party to this
140 Agreement shall assign the Contract in whole or in part without the advance
141 written consent of the other.
- 142
- 143 5.3 The Architect shall have no responsibility for the identification, discovery,
144 presence, handling, removal or disposal of, or exposure of persons to hazardous
145 materials in any form at the project site unless specifically stated in the terms.
- 146
- 147 5.4 The Consultant shall maintain insurance coverage for comprehensive general liability,
148 automobile liability and worker's compensation in forms and amounts satisfactory to the
149 Owner (attach certificates).

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151 General Liability – \$500,000
152 Auto Liability - \$500,000 CSL (combined single limit) on ALL autos
153 Workers Comp – Statutory
154 Employers Liability \$500,000
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156 The Consultant shall require that any and all subcontractors or additional consultants
157 that Consultant engages or employs carry and maintain similar insurance with
158 reasonably prudent limits and coverage consistent with the services rendered by
159 such consultants. The Consultant shall submit to the Owner a Schedule of Insurance
160 for any subcontractor or additional consultants that the Consultant's for the Owner's
161 review and approval. The approval of the Schedule of Insurance by the Owner shall
162 be a condition precedent to the Consultant's exercise or enforcement of any rights
163 under this Agreement. The certificate of insurance to be supplied MUST also name
164 "The Trustees of Indiana University, its officers, agents and employees" as an
165 additional insured for the general liability and auto liability coverages. All approved
166 insurance policies shall incorporate a provision requiring that the insurance carrier
167 notify the Owner, in writing, thirty (30) days prior to cancellation, non-renewal or
168 material modification to the policies.

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- 170 5.5 The Architect will not engage in, or tolerate by its employees, consultants, or
171 agents, sexual harassment.
- 172
- 173 5.6 The Architect, its agents, employees, or consultants shall not discriminate against
174 any person regarding employment because of race, sex, religion.
- 175
- 176 5.7 Before final payment of the contract price, the Architect will submit to the
177 Owner, the Owner's Asbestos Certification (form attached) that has been signed
178 and dated by the Architect. By execution of the Certification, the Architect

179 certifies that:
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181 Adequate research and review of product information has been undertaken and
182 that, to the best of his knowledge, no asbestos containing materials were specified
183 for the project. Asbestos containing materials include any building material with
184 markings on the packaging or material itself with the following or similar wording:
185 "May contain mineral fibers", originating from Canada.
186

187 5.8 The Architect shall, within one month after the construction contract is awarded,
188 provide the University Architect's Office with one set of electronic CADD files
189 representing every sheet in the bid documents. Each sheet is to have its own
190 unique plot file and comply with the current University Architect's CAD
191 Standards**. Word processing files (Word/WordPerfect) for all specifications shall
192 also be included. Final payment to the Architect for services rendered during the
193 bidding phase is contingent upon approved acceptance of these documents.
194 *Indiana University has adopted the National CAD Standards. You may purchase
195 a copy of the National CAD Standards from this web site:
196 <http://www.nationalcadstandard.org/>. More information on Indiana University's
197 adoption of this new standard may be found at the following web site:
198 <http://www.indiana.edu/~uao>.
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200 5.9 The Contractor shall provide the University Architect's Office with one set of
201 electronic CAD files representing as-built or record drawings, 4 sets of hardcopy
202 drawings from these files, plus the original paper mark-up as-builts. These shall
203 be provided within 3 months after substantial completion has been awarded. Each
204 set is to have its own unique file and comply with the current University Architect's
205 CAD Standards**. The Architect shall verify the accuracy of these drawings and
206 make note of any necessary revision to reflect "as-built" conditions based upon its
207 observations of the Work. It shall be the responsibility of the Contractor to
208 incorporate the Architect's comments. If more than two reviews are required, the
209 Architect will be compensated.
210 **Indiana University has adopted the National CAD Standards. You may purchase
211 a copy of the National CAD Standards from this website
212 <http://www.nationalcadstandard.org/>. More information on Indiana University's
213 adoption of this new standard may be found at the following web site:
214 <http://www.indiana.edu/~uao>.
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216 5.10 Reimbursable Expenses

- 217 a. Receipts and other relevant records must be furnished for all reimbursable
218 costs. Credit card statements are not acceptable records.
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220 b. When Consultant employees are away from the home office for twenty-four
221 hours or more, meals will be reimbursed at the current University per diem rate.
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223 c. Motel costs will be reimbursed at the single room rate. Telephone calls other

224 than those related to University business, from motels will not be reimbursed.

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- 226 d. Rental car costs are not reimbursable expenses unless approved in advance
- 227 by the Owner. The use of Economy Class vehicles is recommended.
- 228
- 229 e. Airline travel costs are not reimbursable expenses unless approved in advance
- 230 by the Owner. Approved airline travel arrangements shall be made through
- 231 travel agents designated by the Owner. Consultants should travel "Coach
- 232 Class" and should purchase tickets at least 14 days in advance of travel when
- 233 possible.
- 234
- 235 f. There will be no reimbursement for travel including mileage, lodging, meals or
- 236 parking within the state of Indiana.
- 237
- 238 g. Out of state vehicle travel will be reimbursed at the then-current University
- 239 mileage rate.
- 240
- 241 h. Expense of filing fees for securing approval from governing authorities will be
- 242 reimbursed.
- 243
- 244 i. The Owner does not reimburse for miscellaneous overhead expenses,
- 245 including but not limited to telefax, incidental printing and copying, office supplies,
- 246 computer discs, couriers, federal express, postage, mail services, and local and
- 247 long distance telephone service charges. For other miscellaneous expenses, the
- 248 Consultant may seek approval for reimbursement. Approved reimbursement of
- 249 miscellaneous expenses will be at a rate of of 1.1 times the expense incurred by
- 250 the Consultant.
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252 **Printing Costs**

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- 254 • All printing for pre-bid or Owner-required reviews ("review sets"), and
 - 255 renderings/presentations shall be produced and distributed by the approved
 - 256 Indiana University Centralized Printing Vendor ("Printing Vendor"). Any
 - 257 expenses associated with such drawing and specification printing shall be
 - 258 borne by Indiana University and shall not be a reimbursable item to the Owner.
 - 259 Consultants shall coordinate submission of either paper copies or electronic
 - 260 files of the review sets to the Printing Vendor along with instructions to the
 - 261 Printing Vendor for distribution of the review sets.
 - 262
 - 263 • All printing for project construction bid drawings, specifications, and addenda
 - 264 will be produced and distributed by the Printing Vendor. The Printing Vendor
 - 265 will also host an online web-based planroom that will list current and upcoming
 - 266 IU construction bid projects for information as well as bid set ordering.
 - 267 Consultants shall work with the Printing Vendor to coordinate the direct upload
 - 268 or mailing on construction document files/originals.

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- 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 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.)

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- 6.3 Architectural services not covered by this Agreement include, among others, significant 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.)

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name, title and address)

(Printed name, title and address)

review copy

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CONSULTANT ASBESTOS CERTIFICATION

TO: INDIANA UNIVERSITY

The Consultant certifies that:

Adequate research and review of product information has been undertaken and, to the best of my knowledge, no asbestos containing materials were 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 _____

