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**Indiana University  
Agreement Between Owner and  
Construction Manager Advisor**

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This AGREEMENT is made: (Date)

BETWEEN the Owner:

The Trustees of Indiana University  
1800 N. Range Road  
Bloomington, IN 47408

and the Construction Manager Advisor:

for the following Project:

**Provide professional construction management services throughout the new construction process for this project from start of design development through substantial completion and completion of punch list items.**

The Owner and Construction Manager Adviser agree as follows:

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This Construction Manager Advisor Agreement (the "Agreement") is made as of the XXth day of XXXXX, 20XX, by and between The Trustees of Indiana University ("Owner") and **INSERT CM Business Name** ("Construction Manager Advisor"), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. WHEREAS, the Owner is proceeding with the design and construction of **INSERT PROJECT NAME & PROJECT NUMBER**; and

B. WHEREAS, the Owner has hired **INSERT CONSULTANT NAME & COMPLETE ADDRESS** as the architect for the Project (the "Architect"); and

C. WHEREAS, the Owner will award contracts for construction services to one or more prime contractors ("Contractor" or "Contractors");

D. WHEREAS, the Owner has determined that it is in its best interests to retain the Construction Manager Advisor to provide professional services for the Project; and

E. WHEREAS, the Construction Manager Advisor represents that it has the qualifications and expertise to perform such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Construction Manager Advisor's Responsibilities

(a) The Construction Manager Advisor shall provide the services as set forth in this Agreement (the "Services"). The Construction Manager Advisor shall perform its Services consistent with the skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Construction Manager Advisor shall perform its Services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. The Construction Manager Advisor shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

(b) The Construction Manager Advisor shall coordinate the provisions of its services with the services of an Architect as described in the Indiana University Agreement Between Owner and Architect dated **INSERT DATE OF CONSULTANT CONTRACT.**

(c) The Construction Manager Advisor shall identify a representative authorized to act on behalf of the Construction Manager Advisor with respect to the Project.

(d) The Construction Manager Advisor shall provide oversight and professional services throughout the duration of the construction project. The term of the Agreement will start as of the date a Purchase Order is issued by Indiana University to the Construction Manager Adviser for this Agreement and will run through the Owner's acceptance of and substantial completion and completion of the punch list items.

(e) Except with the Owner's knowledge and consent, the Construction Manager Advisor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager Advisor's judgment with respect to this Project.

## 2. Scope of Construction Manager Advisor's Services

(a) The Construction Manager Advisor's Services consist of those described in this Section 2 including, but not limited to, usual and customary construction coordination and scheduling, and allocation of construction activities of the Contractor and the Contractor's subcontractors and suppliers.

(b) The Construction Manager Advisor shall work with the Architect to verify the constructability of the design, make suggestions to improve constructability and/or cost factors during the design and verify the cost estimates of the project through the design phase.

(c) The Construction Manager Advisor shall work with the Architect to develop multiple bid packages in order to expedite the construction process on this project.

(d) The Construction Manager Advisor shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the work is being performed.

(e) The Construction Manager Advisor shall provide on-site administration of the Construction Contract in cooperation with the Architect as set forth below and in AIA Document A201, General Conditions of the Contract for Construction, as modified for the Project and including Supplementary General Conditions and Supplementary Special Conditions incorporated therein.

(f) The Construction Manager Advisor shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of each Contractor and the Contractor's subcontractors and suppliers with each other and with those of the Construction Manager Advisor, the Owner and the Architect. The Construction Manager Advisor shall coordinate the activities of each Contractor in accordance with the latest approved Project schedule and the Construction Contract.

(g) Utilizing the construction schedules provided by each Contractor and such other information as in the Construction Manager Advisor's judgment is necessary in order to accurately project the future progress of construction, the Construction Manager Advisor shall update the Project schedule, incorporating the schedules of the Owner, Architect, and Contractors, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery and procurement of products. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager Advisor shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager Advisor shall recommend corrective action to the Owner and Architect. Utilizing information from each Contractor and such other information as in the Construction Manager Advisor's judgment is necessary in order to accurately project the future progress of construction, the Construction Manager Advisor shall schedule and coordinate the sequence of construction and assignment of space in areas where each Contractor is performing work, in accordance with the Construction Contract and the latest approved Project schedule.

(h) Utilizing the submittal schedules provided by each Contractor and such other information as in the Construction Manager Advisor's judgment is necessary in order to accurately project the future progress of construction, the Construction Manager Advisor shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager Advisor. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager Advisor shall promptly review all shop drawings, product data, samples and other submittals from the Contractors for compliance with the submittal requirements of the Construction Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager Advisor recommends for approval. The Construction Manager Advisor's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the work or in the activities of the Contractors, the Owner, or the Architect.

(i) The Construction Manager Advisor shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the work. The Construction Manager Advisor shall prepare and promptly distribute accurate and complete minutes to the Owner, Architect and Contractors.

(j) The Construction Manager Advisor shall schedule all tests and inspections required by the Construction Contract or governmental authorities,

and arrange for the delivery of test and inspection reports to the Owner and Architect.

(k) The Construction Manager Advisor shall use its best efforts to obtain satisfactory performance from each Contractor. The Construction Manager Advisor shall recommend courses of action to the Owner when requirements of the Construction Contract are not being fulfilled. The Construction Manager Advisor shall determine that the work of each Contractor is being performed in accordance with the requirements of the Construction Contract and notify the Owner, Contractor and Architect of defects and deficiencies in the work. The Construction Manager Advisor shall have the authority to reject work that does not conform to the Construction Contract and shall notify the Owner and Architect about the rejection. The failure of the Construction Manager Advisor to reject work shall not constitute the acceptance of the work. The Construction Manager Advisor shall record any rejection of work in its daily log and include information regarding the rejected work in its progress reports to the Architect and Owner. Upon written authorization from the Owner, the Construction Manager Advisor may require and make arrangements for additional inspection or testing of the work in accordance with the provisions of the Construction Contract, whether or not such work is fabricated, installed or completed, and the Construction Manager Advisor shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures. With respect to each Contractor's own Work, neither the Owner, the Architect nor the Construction Manager shall have control over or charge of nor be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractors, subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

(l) The Construction Manager Advisor shall monitor and evaluate costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect accordingly. The Construction Manager Advisor shall (i) maintain records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records; (ii) develop and implement procedures for the review and processing of applications for payment by each Contractor for progress and final payments; (iii) within five days after the Construction Manager Advisor receives a Contractor's application for payment, review the application, certify the amount the Construction Manager Advisor determines is due the Contractor, and forward the Contractor's application and certificate for payment to the Architect. The Construction Manager Advisor's certification for payment

shall constitute a representation to the Owner, based on the Construction Manager Advisor's evaluations of the work and on the data comprising the Contractor's applications for payment, that, to the best of the Construction Manager Advisor's knowledge, information and judgment, the work has progressed to the point indicated and the quality of the work is in accordance with the Construction Contract. The foregoing representations are subject to an inspection of the work for conformance with the Construction Contract upon substantial completion, to results of subsequent tests and inspections, to correction of minor deviations from the Construction Contract prior to completion and to specific qualifications expressed in writing by the Construction Manager Advisor. The issuance of a certificate for payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

(m) The Construction Manager Advisor shall review the safety programs developed by each Contractor for purpose making recommendations to the Owner for any safety programs not included in the work of the Contractor.

(n) The Construction Manager Advisor shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the drawings and specifications with its written recommendation, and assist in the resolution of questions that may arise.

(o) The Construction Manager Advisor shall review requests for changes, evaluate requests for additional funding and/or time extensions based on the original design documents and the expected costs/complexity of the proposed change, review backup documentation, talk to and question vendors and suppliers, review hours, quantities and wage rates, revise dollar amounts and timeframes as necessary, negotiate changed amounts each Contractor, assist Owner and Architect in final revised construction change directive negotiations with Contractor, submit written recommendations to the Architect and Owner, and, if they are accepted, prepare change orders and construction change directives that incorporate the Architect's modifications to the Construction Contract. The Construction Manager Advisor will also require each Contractor to provide documentation of costs to support each requested construction change directive, and compare those costs to the original estimate.

(p) The Construction Manager Advisor shall assist the Owner and Architect in the review, evaluation and documentation of claims.

(q) The Construction Manager Advisor shall keep a daily log containing a record of weather, each Contractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the Owner may require. The Construction Manager Advisor shall record the progress of the Project. On a monthly basis, or otherwise as requested by the Owner, the Construction Manager Advisor shall submit

written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- (i) Work completed for the period;
- (ii) Project schedule status;
- (iii) Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- (iv) Request for information, and construction change directive status reports;
- (v) Tests and inspection reports;
- (vi) Storm water management and waste disposal status;
- (vii) Status report of nonconforming and rejected work;
- (viii) Summary of each Contractor's applications for payment; and
- (ix) Any other items the Owner may require.

(r) Utilizing the documents provided by each Contractor, the Construction Manager Advisor shall maintain at the site one copy of the Construction Contract, drawings, specifications, addenda, construction change directives and other modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved shop drawings, product data, samples and similar required submittals. The Construction Manager Advisor shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations. The Construction Manager Advisor shall make all such records available to the Architect and the Contractors, and upon completion of the Project, shall deliver them to the Owner.

(s) With the Architect and the Owner's maintenance personnel, the Construction Manager Advisor shall observe and approve, in writing, each Contractor's final testing and start-up of utilities, operational systems and equipment and observe the commissioning as the Owner may require.

(t) When the Construction Manager Advisor considers each Contractor's work or a designated portion thereof is substantially complete, the Construction Manager Advisor shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager Advisor and the Architect shall conduct inspections to determine whether the work or designated portion thereof is substantially complete.

(u) When the work or designated portion thereof is substantially complete, the Construction Manager Advisor shall prepare, and the Construction Manager Advisor and Architect shall execute, a certificate of substantial completion. The Construction Manager Advisor shall submit the executed certificate to the Owner and Contractor. The Construction Manager Advisor shall coordinate the correction and completion of the work. Following issuance of a certificate of substantial completion of the work or a designated portion thereof, the Construction Manager Advisor shall evaluate the completion of the work of the Contractor and make recommendations to the Architect when work is ready for final inspection. The Construction Manager Advisor shall assist the Architect in conducting final inspections.

(v) The Construction Manager Advisor shall forward to the Owner, with a copy to the Architect, the following information received from each Contractor: (1) certificates of insurance received from the Contractor; (2) consent of surety or sureties, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers; (4) drug testing policies; and (5) any other documentation required of the Contractor under the Construction Contract, including certifications, warranties and similar submittals.

(w) The Construction Manager Advisor shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager Advisor shall forward to the Architect a final application for payment and final certificate for payment upon the Contractor's compliance with the requirements of the Construction Contract.

(x) The Construction Manager Advisor shall coordinate and monitor each Contractor's documentation of as-built conditions of the Project and assist the Architect in coordinating and verifying the as-built record drawings and files.

(y) The Construction Manager Advisor shall coordinate and monitor the services of the Owner's commissioning agent and each Contractor's resolution of deficiencies reported.

(z) Upon request of the Owner, and prior to the expiration of two years from the date of substantial completion, the Construction Manager Advisor shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

(aa) With respect to each Contractor's own Work, neither the Owner, the Architect nor the Construction Manager shall have control over or charge of nor be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have

control over or charge of acts or omissions of the Contractors, subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

3. Compensation

(a) For the Construction Manager Advisor's Services described under Section 2, the Owner shall compensate the Construction Manager Advisor as follows: **\$ INSERT FEE AMOUNT IN DOLLARS** for the duration of the project which is inclusive of all fees and reimbursables. **See attached document for breakdown of fees.**

(b) Unless otherwise agreed, payments for Services shall be made monthly in proportion to Services performed. Payments are due and payable upon presentation of the Construction Manager Advisor's invoice.

(c) Reimbursable Expenses include expenses incurred by the Construction Manager Advisor directly related to the Project, as follows:

(i) Receipts and other relevant records must be furnished for all Reimbursable Expenses. Credit card statements are not acceptable;

(ii) Rental car costs when approved in advance by the Owner for out-of-state travel only;

(iii) Airline travel (coach class) when approved in advance by the Owner and arranged through the Owner's designated travel agents;

(iv) Vehicle expenses for out-of-state travel at the rate of \$0.405 per mile or the current Indiana University mileage rate;

(v) A food allowance of \$38.00 per day, or the current Indiana University per diem rate, when the Construction Manager Advisor's personnel are away from their home office or site office for twenty-four hours;

(vi) Motel costs at the single room rate. Telephone calls from motels will not be reimbursed;

(vii) Fees paid for securing approval of authorities having jurisdiction over the Project;

(viii) There will be no reimbursement for miscellaneous expenses, including but not limited to: incidental printing and copying, office supplies, couriers, overnight delivery and postal charges, and local and long distance telephone service; and

(d) An unfurnished site office space will be provided by the Owner.

4. Termination or Suspension

(a) If the Owner suspends the Project, the Construction Manager Advisor shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager Advisor shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager Advisor's Services.

(b) 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.

(c) The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager Advisor for the Owner's convenience and without cause.

(d) In the event of termination not the fault of the Construction Manager Advisor, the Construction Manager Advisor shall be compensated for Services performed prior to termination, together with Reimbursable Expenses then due.

5. Miscellaneous Provisions

(a) This Agreement shall be governed by the law of the State of Indiana, and the for the filing and consideration of all claims, disputes or other matters in conflict arising out of or relating to the Work, the Project, this Agreement or the breach thereof shall be Monroe County, Indiana.

(b) Terms in this Agreement shall have the same meaning as those in the General Conditions of the Contract for Construction, as amended. The Construction Manager Advisor warrants that it has reviewed and understands the General Conditions of the Contract for Construction, as amended.

(c) The Owner and Construction Manager Advisor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager Advisor shall assign this Agreement without the written consent of the other.

(d) This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager Advisor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager Advisor.

(e) To the extent damages are covered by property insurance, the Owner and Construction Manager Advisor 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. The Owner or the Construction Manager Advisor, 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.

(f) If the Owner requests the Construction Manager Advisor to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager Advisor for review at least 14 days prior to the requested dates of execution. The Construction Manager Advisor shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

(g) 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 Construction Manager Advisor. The Owner and Construction Manager acknowledge and agree that the obligations of the Construction Manager are solely for the benefit of the Owner and are not intended in any respect to benefit the Architect, the Contractors or any third parties.

(h) If the Construction Manager Advisor or Owner receives information specifically designated by the other party as “ trade secret” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

Notwithstanding the foregoing, the Construction Manager Advisor acknowledges and agrees that the Owner is a state agency subject to the provisions of the Indiana Open Records law, I.C. 5-14-et seq., and that disclosure of some or all of the information provided to the Owner pursuant to the performance of this Agreement (including trade secret or proprietary information), or the Agreement itself, may be compelled pursuant to that law. In the event that the Owner receives a request for a disclosure pursuant to the Indiana Open Records Act, or any other law, the Owner shall promptly notify the Construction Manager Advisor, confer with the Construction Manager Advisor regarding whether there are legitimate grounds to narrow or contest such disclosure, and only disclose that information that the Owner, in the opinion of the Owner’s legal counsel, is legally obligated to disclose.

(i) The Construction Manager Advisor shall not engage in, or tolerate by its employees, subcontractors or agents, sexual harassment as defined in this Section. Harassment on the basis of sex is in violation of Section 703 of title VII of the Civil Rights Act of 1964. “Sexual Harassment” is defined as unwelcome

sexual advances, requests for sexual favors and other verbal or physical conduct that is sexual in nature when: (i) submission to such conduct is made either explicitly or implicitly a term or condition or an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or learning environment. The Construction Manager Advisor shall ensure dissemination of this Sexual Harassment policy to its employees and agents. Additionally, the Construction Manager Advisor shall ensure that its employees and agents understand that Sexual Harassment includes, but is not limited to, actions taken toward Indiana University students, employees, or guests which would constitute Sexual Harassment under definition (iii) above.

(j) The Construction Manager Advisor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability. The Construction Manager Advisor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager Advisor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the federal government setting forth the requirements of these non-discrimination provisions. The Construction Manager Advisor shall, in all solicitations or advertisement for employees placed by or on behalf of the Construction Manager Advisor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability. The provisions of Indiana Code ch. 5-16-6 are incorporated herein by reference, and the breach of any of the provisions of that chapter may be regarded as a material breach of this Agreement.

(k) The Owner shall include in its contracts with its Contractors provisions that require the Contractors to defend, indemnify and hold harmless the Construction Manager Advisor from claims arising out of the performance of the Work to the same extent the Contractors are required to defend, indemnify and hold harmless the Owner.

**INDIANA UNIVERSITY  
MINIMUM INSURANCE REQUIREMENTS  
FOR CONSTRUCTION, NON-CONSTRUCTION AND PROFESSIONAL DESIGN  
CONTRACTS**

**Obligations of Contractors and Consultants**

Contractors and Consultants (whether corporation, sole proprietorship or partnership) shall procure and maintain during the term of the contract and until final acceptance of the completed work under the contract, insurance of the types of coverages and minimum limits as identified here and shall provide the Owner with Certificate(s) of Insurance evidencing these coverages prior to beginning work. With the exception of their "hold harmless" obligations, which are addressed separately below, Contractors and Consultants shall be referred to herein as "Contractor," irrespective of their area of expertise.

- ◆ It is the responsibility of the Contractor and Subcontractors to become familiar with Owner's insurance requirements and to ensure that they can meet these requirements prior to submitting a bid to perform the work. Please provide this exhibit to your insurance agent so the correct certificate can be issued without delay.
- ◆ No Contractor or Subcontractor of any tier shall be on the jobsite or proceed with work, and shall not be paid for any work performed, until proper certificate(s) of insurance have been submitted to and approved by the Owner. All required insurance policies shall be written by a company(s) authorized to do business in Indiana. The Owner shall not be liable to any person for the failure of the Contractor or any Subcontractor to carry specified insurance.
- ◆ It is the responsibility of all Contractors to ensure that all of its Subcontractors also meet these insurance requirements.
- ◆ If any part of any coverage includes a deductible, self insurance, a captive insurance company or a fronting arrangement, the amount so covered must be disclosed on the certificate or in a separate letter from the Contractor. Owner reserves the right to approve of this coverage.
- ◆ NOTE: Contractor is required to meet the insurance specifications during the time of construction *and* during the warranty period, usually two years after the project is accepted by Owner.

**CERTIFICATE HOLDER:  
The Trustees of Indiana University  
1800 N. Range Road  
Bloomington, In. 47405-2206**

## **Insurance Requirements**

### **1. General Liability**

- **Construction Contracts**

- Each occurrence: \$1 million
- General aggregate: \$2 million
- Products and Completed Operations: \$1 million
- The "COMMERCIAL GENERAL LIABILITY" box must be checked
- The "OCCUR" box must be checked
- Per Project box must be checked

- **Design/Consultant Contracts**

- Each occurrence: \$1 million
- General aggregate: \$2 million
- The "COMMERCIAL GENERAL LIABILITY" box must be checked
- The "OCCUR" box must be checked

### **2. Automobile Liability**

- The box(es) that is/are checked must include a check in the box for Any Auto *or* All Owned, Hired and Non-Owned Autos
- Combined Single Limit coverage: \$1 million.
- If separate Bodily Injury and Property Damage limits are purchased, each must be \$1 million.

### **3. Excess/Umbrella**

- Excess coverage *per se* is not required. However, any of the dollar amount requirements can be met by a combination of primary and excess coverage.
- Excess/umbrella coverage must be *per occurrence* coverage.

### **4. Professional Liability**

Any type of design or consulting contract requires Professional Liability coverage of at least \$1 million.

**Owner reserves the right to require increased limits of coverage if, in the opinion of the Owner, project is hazardous in nature or poses a higher than usual risk.**

## 5. Worker's Compensation

The Contractor shall procure and maintain a Workers' Compensation policy to cover its obligation under the applicable laws of any state or federal government to its employees employed on the jobsite or elsewhere on this project, including its liability as an employer under common law (commonly known as Employer's Liability Coverage "B") with limits of not less than that listed below. Before commencing work, Contractor shall submit to the Owner a valid State Form 41321 (Certificate of Compliance – Worker's Compensation and Occupational Diseases) or a facsimile thereof at Owner's option. If the Contractor has no employees (i.e., a one-person shop) then a Certificate of Exception must be obtained from the State.

Worker's Compensation:	Statutory
Employer's Liability:	\$ 500,000 each accident or disease
	\$ 500,000 policy limit
	\$ 500,000 each employee

## 6. Builder's Risk Insurance

The Owner shall maintain during the course of construction Builder's Risk Insurance in an amount of not less than one hundred percent (100%) of the insurable value of the completed work, including materials, equipment, and supplies on the site and to become a part of the completed work, subject to a \$25,000 deductible. The Contractor shall bear responsibility for that deductible.

The insured shall be the Owner and the Contractor(s) as their respective interests may appear. The Contractor's loss, if any, is to be adjusted with and payable to the Contractor upon written request to the Owner. The Contractor shall be responsible for and shall insure, if required by the Owner, all materials, equipment, supplies not on the site and to become a part of the completed work, Contractor's equipment, tools, scaffolding, staging, towers, forms and temporary buildings, and other materials, equipment and supplies not intended to become a part of the completed work.

This provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the work covered by the Contract and the Contractor and its Surety shall be obligated to the full performance of the Contractor's undertaking.

**NOTE: Prompt notice of potential claims is required.** In the advent of an occurrence that might be covered by Builders Risk insurance, notice must be given to the University within one work day of the occurrence. Except for emergency repairs, no changes to damaged property will be made until an inspection is made.

## **Insurance Policy Endorsements**

All insurance policies must provide the following endorsements to the policy and must be noted on the certificate(s):<sup>1</sup>

1. Additional Insured Endorsement (CG2010 10 01 and CG2037) or equivalent form required on General Liability, Automobile Liability and Excess/Umbrella Liability policies naming the Owner and/or Other Parties as defined in Owner's Contract and including coverage for completed operations. Owner shall be identified as: "The Trustees of Indiana University, its officers, agents and employees." *If additional insured status is automatically granted by the insurance form "where required by written contract" then it is sufficient to note that on the certificate with a reference to the form number. This must include information about the Excess/Umbrella coverage, e.g., "Excess coverage is following form."*
2. Aggregate Per-Project Endorsement (CG2503) to the General Liability Policy indicating that the general aggregate applies separately to each project.
3. Waiver of Subrogation on General Liability, Automobile Liability, and Employer's Liability/Workers' Compensation Policies in favor of the Owner.
4. All insurance policies shall be primary and non-contributing with respect to any insurance carried by the Owner, and shall contain a severability of interests clause in respect to liability, protecting each insured as though a separate policy had been issued to each.
5. All policies shall contain a covenant requiring (30) days written notice by the insurer to the Indiana University Office of Risk Management before cancellation, reduction or other modifications of coverage for any reason, *whenever possible*.

## **Certificate Details**

### **Description of Operations**

The DOO must include the Indiana University project name and project number to which this coverage applies.

### **Insurance Companies**

All insurance carriers selected by contractor must be rated "A-" or above in the most recent edition of the "A.M. Best's Key Rating Guide."

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<sup>1</sup> An addendum to the COI can be used if additional space is needed.

## **Hold Harmless Agreement**

Contractor shall indemnify and save harmless the Owner from any and all losses, costs, damages, liability and expenses, including reasonable attorney fees (“Losses”), arising out of or in conjunction with claims or suits for damage to any property not included in the scope of work and/or injury to persons, including Contractor's employees and all Subcontractor's employees of any tier, including death, alleged or claimed to have been caused by or through the performance of the work or operations incidental to the work by the Contractor, its agents or employees, or by its Subcontractors of any tier, their agents or employees, whether through negligence or willful act; and Contractor shall, at the request of Owner, undertake to investigate and defend any and all such claims or suits against Owner.

## **Hold Harmless Agreement—Consultants**

With regard to losses, costs, damages, liability and expenses, including reasonable attorney fees (“Losses”) that may be covered by Consultant’s professional liability insurance, Consultant shall indemnify and save harmless the Owner from any and all Losses arising out of or in conjunction with claims or suits for damage to any property not included in the scope of work and/or injury to persons, including Consultant’s employees and all employees of a Sub-Consultant, if any, of any tier, including death, caused by or through the performance of the work or operations incidental to the work by the Consultant, its agents or employees, or by its Sub-Consultants, if any, of any tier, their agents or employees, whether through negligence or willful act and Consultant.

With regard to losses, costs, damages, liability and expenses, including reasonable attorney fees (“Losses”) that may be covered by Consultant’s other liability insurance programs, Consultant shall indemnify and save harmless the Owner from any and all losses, costs, damages, liability and expenses, including reasonable attorney fees (“Losses”), arising out of or in conjunction with claims or suits for damage to any property not included in the scope of work and/or injury to persons, including Consultant’s employees and all employees of a Sub-Consultant, if any, of any tier, including death, alleged or claimed to have been caused by or through the performance of the work or operations incidental to the work by the Consultant, its agents or employees, or by its Sub-Consultants, if any, of any tier, their agents or employees, whether through negligence or willful act and Consultant shall, at the request of Owner, undertake to investigate and defend any and all such claims or suits against Owner.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the date first written above.

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

**OWNER**

**CONSTRUCTION MGR. ADVISOR**

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

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

**Joy Stephens, Purchasing Agent**

*(Printed name, title and address)*

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

**Capital Projects Business Office**

**1800 N. Range Road**

**Bloomington, IN 47408**

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\_\_\_\_\_

# Project Consultant List

Please list all sub consultants and their fee percentage of participation to the complete projects. Minority participation is not mandatory but highly recommended by the university. **If sub consultants change during the project, a revised Project Consultant List should be submitted to the University Architect's Office.**

Consultant Name & Address	Fee % of Participation indicate by dollar amount	MBE/WBE
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