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3 **Indiana University**
4 **Agreement Between Owner and**
5 **Architect for a Small Project**
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8 This AGREEMENT is made:
9 (*Date*)
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14
15 BETWEEN the Owner:

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

1. During the Design Phase, the Architect 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;
 - 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. Architect and Users to review design solutions, budget and schedule;
 - 1.5 The Architect 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 Architect will provide specifications in the Construction Specification Institute format;

- 87 1.11 Incidental Design. In some cases, when approved by Indiana University, the
88 Project Architect may specify in the contract documents that the contractor is
89 responsible for incidental design of specific items such as curtain walls, roofing
90 systems, etc. The Project Architect will present the University with a list of all
91 proposal incidental design items for approval.
92
- 93 1.12 All drawings are to be stamped and signed by a Professional Architect registered
94 in the State of Indiana for each discipline required and where applicable, by a
95 Land Surveyor registered in Indiana and survey work must follow IU survey
96 standards
97
- 98 1.13 Engineering Design Deliverables. Must comply with Engineering
99 Consultant Design Deliverables as outlined on the following website
100 <http://www.indiana.edu/~uao> under the Contracts section.
101

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103 **ARTICLE 2**
104 **CONSTRUCTION PHASE**
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106 During the Construction Phase, the Architect shall act as the Owner's representative
107 and provide administration of the Contract between the Owner and Contractor.
108 Unless otherwise agreed, the Architect's services during construction include visiting
109 the site weekly and more often if required, reviewing and certifying payments,
110 reviewing the construction submittals and shop drawings, and rejecting nonconforming
111 work, taking and reporting meeting minutes and/or making a written biweekly report to
112 the Owner on the progress and status of the construction; interpreting the Contract
113 Documents, writing and executing Change Orders for changes in the original
114 construction contract scope of work, making a punch list inspection of completed work
115 and making a final project inspection just prior to the expiration of the two year
116 warranty term.
117

118 On the date of Substantial Completion the Architectural 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
121 fixed equipment. The summary will include the name, address and telephone number
122 of each firm warranting specific items. The time period covered by the warranty will be
123 listed.
124

125 **ARTICLE 3**
126 **TRANSFER OF COPYRIGHT**
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128 The Architect acknowledges and agrees that all drawings, specifications and other
129 documents or works prepared by, or hereafter to be prepared by, the Architect, in
130 whole or in part, in connection with the project ("Architectural Drawings"), including,

131 but not limited to, all works based upon, derived from or incorporating the Architectural
132 Drawings, are intended to be the sole property of the Owner. The Architect hereby
133 expressly transfers to the Owner the exclusive right to any and all copyright interest in
134 the Architectural Drawings and to any material object in which all or any part of the
135 Architectural Drawings is embodied.

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137 **ARTICLE 4**
138 **TERMINATION, SUSPENSION OR ABANDONMENT**

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140 4.1 In the event of the Owner termination, suspension or abandonment of the
141 project, the Architect shall be equitably compensated by the owner for services
142 performed to the date of termination, suspension or abandonment.
143
144 4.2 Either the Architect or the Owner may terminate this Agreement with or without
145 cause after giving no less than seven (7) days written notice to the other party.
146
147 4.3 In the event of termination, suspension, abandonment or completion of the
148 project, the Architect shall deliver to the Owner within seven (7) days all
149 Architectural Drawings, whether complete or incomplete, not previously delivered
150 to the Owner during the course of the project. The Owner, as the holder of the
151 exclusive right to any and all copyright interest in the Architectural Drawings, as
152 provided in Article 3, shall have the right to use and reuse any and all
153 Architectural Drawings for any purpose in connection with the project, including,
154 but not limited to, its completion using entities other than the Architect, at the
155 Owner's sole discretion and at no additional cost to the Owner.
156

157 **ARTICLE 5**
158 **MISCELLANEOUS PROVISIONS**

- 159
160 5.1 This agreement shall be governed by the law of the State of Indiana.
161
162 5.2 The Owner and Architect respectively bind themselves, their partners,
163 successors, assigns and legal representatives to this Agreement. Neither party
164 to this Agreement shall assign the Contract in whole or in part without the
165 advance written consent of the other.
166
167 5.3 The Architect shall have no responsibility for the identification, discovery,
168 presence, handling, removal or disposal of, or exposure of persons to
169 hazardous materials in any form at the project site.
170
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175 5.4 The Consultant shall maintain insurance coverage for comprehensive general
176 liability, automobile liability and worker's compensation in forms and amounts
177 satisfactory to the Owner as listed below. The specific project name and project
178 number must be identified on each certificate and an up to date certificate must be
179 attached to each project contract.
180

- 181 General Liability – \$1,000,000
- 182 Auto Liability - \$1,000,000/\$1,000,000 Personal Injury/\$1,000,000/
183 \$1,000,000 Property Damage (or \$1,000,000
184 combined single limit)
- 185 Employer's Liability - \$1,000,000 (part of which may be covered by
186 umbrella coverage)
- 187 Workers Comp - Statutory
- 188 Professional Liability/E& O - \$1,000,000

189
190 The Consultant shall require that any and all subcontractors or additional
191 consultants that Consultant engages or employs carry and maintain similar
192 insurance with reasonably prudent limits and coverage consistent with the
193 services rendered by such consultants. The Consultant shall submit to the Owner
194 a Schedule of Insurance for any subcontractor or additional consultants that the
195 Consultant employs or engages for the Owner's review and approval. The
196 approval of the Schedule of Insurance by the Owner shall be a condition
197 precedent to the Consultant's exercise or enforcement of any rights under this
198 Agreement. The certificate of insurance to be supplied MUST also name "The
199 Trustees of Indiana University, its officers, agents and employees" as an
200 additional insured for the general liability and auto liability coverages. All
201 approved insurance policies shall incorporate a provision requiring that the
202 insurance carrier notify the Owner, in writing, thirty (30) days prior to cancellation,
203 non-renewal or material modification to the policies.
204

205 5.5 The Architect will not engage in, or tolerate by its employees, consultants, or
206 agents, sexual harassment.
207

208 5.6 The Architect, its agents, employees, or consultants shall not discriminate
209 against any person regarding employment because of race, sex, religion.
210

211 5.7 During Schematic Design and Design Development, Architect shall furnish to
212 the University Architect's Office electronic CAD files of floor plans with area
213 polylines and square footage calculations for use in programming analysis.
214 Methods for drawing and calculating areas may be obtained from the I.U.
215 Bureau of Facilities Programming and Utilization.
216
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219
220 5.8 The Architect shall, within one month after the construction contract is
221 awarded, provide the University Architect's Office with one set of electronic CAD
222 files representing every sheet in the bid documents with all Addenda incorporated
223 in a Construction Documents Deliverable. Each sheet is to have its own unique
224 file and comply with the current University Architect's CAD Standards**. Word
225 Processing files (Word/WordPerfect) for all specifications shall also be included.
226 Final payment to the Engineer for services rendered during the bidding phase is
227 contingent upon approved acceptance of these documents. **Indiana University
228 has adopted the National CAD Standards. You may purchase a copy of the
229 National CAD Standards from this web site <http://www.nationalcadstandard.org/>.
230 More information on Indiana University's adoption of this new standard may be
231 found at the following web site: <http://www.indiana.edu/~uao>.
232

233 5.9 The Architect shall provide, at the point of substantial occupancy of the project,
234 photography for both the interior and exterior of the project facility. These
235 photographs should be of record quality to describe the work completed.
236 Indiana University wishes to reserve the right to further duplicate/distribute
237 these photographic images as required for university publications and web
238 sites, as well as project specific brochures and marketing materials.
239 The minimum requirements for photographic deliverables are as follows:
240 • color exterior photographs showing 2 key views of the building with
241 appropriate context (landscaping to be completed and proposed views
242 reviewed with IU Project Architect)
243 • color interior photographs showing various (at least 4) key spaces of the
244 building (list of spaces/proposed views to be reviewed with IU Project
245 Architect)
246

247 the photographs are to be submitted in the following formats:
248 8x10 color glossy photographs - 1 print for each image
249 color digital images – color high resolution tif format (minimum 1600 x 1200
250 pixels) - 1 file for each image
251 *** appropriate credits for photography will be included - consultant should
252 indicate what the proper credit should include.
253

254 5.10 The Architect shall revise the Construction Documents and related electronic files
255 with information contained on the As-Built Field Data Documents submitted by
256 each Contractor. The Architect shall label the revised Construction Documents
257 and related files as "Record Documents" shall reflect the date of the Architect's
258 incorporation of the As-Built Documents. The Record Documents, to the best of
259 the Architect's knowledge based upon the As-Built Documents delivered to the
260 Architect by the Contractors and the Architect's observations of the Project, shall
261 detail the actual construction of the Project and shall contain such annotations by
262 the Architect as may be necessary for someone unfamiliar with the Project to

263 understand the changes that were made to the Bid Documents. Within thirty days
264 of issuing Substantial Completion, the Architect shall furnish to the University
265 Architect's Office one set of electronic CAD/BIM files representing the Record
266 Documents, three sets of hardcopy drawings from these files, plus one set of pdf
267 files from each sheet of the CAD/BIM Record Documents. Each sheet shall
268 have its own unique file and comply with the then-current University Architect's
269 CAD standards **.

270 ** For a more detailed description of the IU As-Built CAD requirements, see the
271 following link:

272 http://www.indiana.edu/~uao/IU_as-built_cad_requirements.pdf

273 For those projects requiring a BIM As-Built Model deliverable, please refer to The
274 Indiana University Building Information Modeling (BIM) Guidelines for Architects,
275 Engineers, and Contractors. This document can be downloaded at:

276 <http://www.indiana.edu/~uao/iubim.html>

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278 5.11 The Architect shall, within one month of the Date of Substantial Completion,
279 provide the University Architect's Office with two sets of interior finish binders
280 that include actual samples and product identification data of the interior
281 finishes installed in the project.

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283 5.12 Reimbursable Expenses

284 a. Receipts and other relevant records must be furnished for all reimbursable
285 costs. Credit card statements are not acceptable records.

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287 b. When Consultant employees are away from the home office for twenty-four
288 hours or more, meals will be reimbursed at the current University per diem
289 rate.

290

291 c. Motel costs will be reimbursed at the single room rate. Telephone calls
292 other than those related to University business, from motels will not be
293 reimbursed.

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295 d. Rental car costs are not reimbursable expenses unless approved in
296 advance by the Owner. The use of Economy Class vehicles is
297 recommended.

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299 e. Airline travel costs are not reimbursable expenses unless approved in
300 advance by the Owner. Approved airline travel arrangements shall be made
301 through travel agents designated by the Owner. Consultants should travel
302 "Coach Class" and should purchase tickets at least 14 days in advance of
303 travel when possible.

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305 f. There will be no reimbursement for travel including mileage, lodging, meals
306 or parking within the state of Indiana.

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308 g. Out of state vehicle travel will be reimbursed at the then-current University
309 mileage rate.
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311 h. Expense of filing fees for securing approval from governing authorities will
312 be reimbursed.
313
314 i. The Owner does not reimburse for miscellaneous overhead expenses,
315 including but not limited to telefax, incidental printing and copying, office
316 supplies, computer discs, couriers, federal express, postage, mail services,
317 and local and long distance telephone service charges. For other
318 miscellaneous expenses, the Consultant may seek approval for
319 reimbursement. Approved reimbursement of miscellaneous expenses will be
320 at a rate of of 1.1 times the expense incurred by the Consultant.
321

322 **Printing Costs**

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- 324 • All printing for pre-bid or Owner-required reviews (“review sets”), and
325 renderings/presentations shall be produced and distributed by the approved
326 Indiana University Centralized Printing Vendor (“Printing Vendor”). Any
327 expenses associated with such drawing and specification printing shall be
328 borne by Indiana University and shall not be a reimbursable item to the Owner.
329 Consultants shall coordinate submission of either paper copies or electronic
330 files of the review sets to the Printing Vendor along with instructions to the
331 Printing Vendor for distribution of the review sets.
332
 - 333 • All printing for project construction bid drawings, specifications, and addenda
334 will be produced and distributed by the Printing Vendor. The Printing Vendor
335 will also host an online web-based planroom that will list current and upcoming
336 IU construction bid projects for information as well as bid set ordering.
337 Consultants shall work with the Printing Vendor to coordinate the direct upload
338 or mailing on construction document files/originals.
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 - 340 • Any expenses associated with reports or documentation above the standard
341 incidental printing, approved by I.U. in advance, shall be borne by Indiana
342 University and not as a reimbursable item to the Owner.
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ARTICLE 6
COMPENSATION AND PAYMENTS TO THE ARCHITECT

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 Architect additional fees.

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.

6.4 Until such time as all close out documents are submitted to the Owner, in form and substance reasonably satisfactory to the Owner, including Punch-List items and all required As-Builts, Record Documents and, if applicable, As-Built BIM Models, the Owner will withhold from the Architect's payment invoice an amount equal to the entire amount of the Closeout Phase fee. This is meant as a fair value of the Architect's work remaining to review and produce the close out documents.

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395 **ARTICLE 7**
396 **OTHER PROVISIONS**

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398 *(Insert description of other services and modifications to the terms of this Agreement.)*
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412 This Agreement entered into as of the day and year first written above.
413

414 **OWNER**

ARCHITECT

415
416 _____
417 *(Signature)*

415
416 _____
417 *(Signature)*

418
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420 *(Printed name, title and address)*

418
419 _____
420 *(Printed name, title and address)*

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ARCHITECT ASBESTOS CERTIFICATION

TO: INDIANA UNIVERSITY

The Architect 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: _____

Architectural Firm: _____

Architect of Record- Name: _____

Architect of Record- Signature: _____

Date _____