INDIANA UNIVERSITY
CAPITAL PROJECTS

Request for Proposal

Addendum 1

Project: **20261679- IU Capital Projects Multi-Year Consulting Contract (MYCC) Renewal**

Date: November 05, 2026

ITEMS INCLUDED IN THIS ADDENDUM

1. Multi-Year Consulting Contract example that will be issued for signature is attached.
2. Terms & Conditions document that will be required to be signed is attached.
3. RFP Project Summary:
    a. Updated to clarify that award of a project must include *the Proposal Summary and cost model*.
    b. Revised direction for tier compensation interest
    c. Tier 2 clarification/definition updated.
4. Exhibit A:
    a. Structure category updated
    b. Updated fee matrix header to *A/E Fee Percentage by Category/**Total Project Cost Range***
5. Clarifications:
    a. During the Q & A session, there were discussions around fee categories. To clarify, all construction cost ranges must have a fee proposed for any project/scope category that a firm is offering services for under the MYCC contract.
        i. For projects in the <$200,000 category, a fee percentage does need to be provided. If it is determined with the IU Team Lead/Project Manager that a project is more suitable as under the Tier Two structure, that is acceptable, but a fee percentage needs to be included in this proposal.
    b. Commissioning is not being added as a category as discussed previously.
    c. The Exhibit A fee matrix cost ranges are for total project cost ranges, not construction cost ranges.
6. Questions and Answers:

Q1: May a firm submit for Tier Two only, without proposing on any Tier One categories

A1: No. Tier Two proposals will only be accepted when accompanying Tier One proposals.

Q2: Is there a required form or format for the Tier Two Hourly Rate Schedule, such as rates by staff classification or the inclusion of reimbursable expenses?

A2: There is no required form or format. We typically see an hourly rate schedule by staff classification. Reimbursable expenses for Tier Two eligible projects will be addressed on a case-by-case basis.

Q3: **Does the Tier Two scope for evaluation and feasibility include planning and analytical studies such as space utilization analyses, space needs assessments, and campus- or program-level feasibility studies? Or are these services procured through a separate process?**

A3: No, efforts as described would not be appropriate for MYCC contracts. Such projects are procured through a separate process.

Q4: If subconsultants need to be included in fee percentage, how do we account for this when we don't know what the potential scope of services is?

A4: Proposed fee percentages should include the cost of any subconsultant services that would typically be required for the type of project. Respondents should use their best judgment when determining these costs. The proposed fee percentage should remain the same whether those anticipated subconsultants are ultimately used or not. Exceptions may be considered for specialized consultants or services that are not typically required for a project of this nature.

Q5: Do we need to include a list of proposed subconsultants?

A5: No, this is not required for this stage but should be discussed with the IU Team Lead/ Project Manager during initial project discussion.

Q6: How is survey, Geotech, environmental handled? Does this need to be included in fee percentage or expense?

A6: In most cases, these specialty services would be treated as reimbursable expenses and do not need to be accounted for in the design fee.

Q7: Do expenses need to be included in fee percentage?

A7: Aside from reimbursable expenses, all costs should be included in the fee percentage.

Q8: How will permit fees, utility connection fees, etc. be handled if required?

A8: Costs that are typically treated as reimbursable expenses should not be included in the proposed fee percentage. Those costs will be handled separately. The university's standard cost model will be used for all projects, with the MYCC fee percentage serving as the fixed design fee input within that model.

Q9: Are we bound to the fee percentage in response to this RFQ or can it be adjusted based on actual scope associated with a project?

A9: The fee percentages established through the MYCC process are fixed. MYCC projects are intended to be relatively straightforward and not highly specialized or complex. If the scope of a proposed project is not compatible with the submitted fee structure, the consultant will not be obligated to accept the assignment.

Q10: Will the Q/A meeting be recorded, can we view after the meeting is over?

A10: All questions received during the Q&A session and those submitted via email will be documented and answered in Addendum 1 following the Q&A session.

Q11: Standard vs. specialty subconsultants: The RFP states proposed fees must include standard subconsultants. Which disciplines does IU consider standard (e.g., structural, MEP, hazardous

materials testing, survey), and which are considered specialty and eligible for prior-approved fee addendums?

A11: For purposes of this RFP, standard subconsultants generally include disciplines commonly incorporated into the consultant team to deliver the base scope of services, such as MEP. Specialty subconsultants are those retained to address unique project conditions, specialized investigations, testing, analyses, or other project-specific requirements beyond the anticipated base scope. Eligibility for fee addendums for specialty services will be reviewed and approved by IU on a case-by-case basis.

Q12: Construction-phase observation: Does the Tier One fee percentage include full-time or part-time field observation during construction (e.g., Registered Roof Observer), or may that service be billed hourly under Tier Two rates?

A12: Tier One fee percentage includes all services to deliver a complete project. Specialized investigations, testing, or analysis beyond the anticipated base scope may be considered for tier 2 hourly billing on a case-by-case basis.

Q13: Testing services: Are field testing services (electronic leak detection, infrared and drone imaging, core cuts, laboratory and hygrothermal analysis) included in the fee percentage, or billed as additional services?

A13: Specialized investigations, testing, or analysis beyond the anticipated base scope may be considered for tier 2 hourly billing on a case-by-case basis. These items should be discussed up front if possible.

Q14: Fee basis: The RFP defines Tier One by maximum total project cost of $2,500,000, while Exhibit A columns reference construction budget. Which value determines the applicable fee bracket?

A14: The fees should be based on the construction budget categories as shown in Exhibit A, not the total project cost.

Q15: With the Tier Two "projects" (evaluations and feasibility) – it is our understanding that the Tier Two structure will be utilized for studies, is the intent that these study fees will not be credited back to the university should a study move into a full project?

A15: To clarify, Tier Two projects are not solely intended to be for studies as there are other instances where hourly agreements are useful.

With regard to crediting the project back, it will be at the discretion of IU and the nature of the study/project whether we will require the study amount to be credited back to the design fee if a project moves forward.

Q16: Is the intent that the AE is responsible for the Construction Cost Estimate dollar value? Or that the AE plugs in the CPF provided Construction Cost Estimate into a standard IU Cost Model for record keeping?

A16: IU will provide an initial ROM construction cost estimate and cost model as the basis for project assignment and fee development. The consultant is expected to review and validate the information and recommend any necessary adjustments. After the contract is awarded, the consultant will be responsible for updating the estimated construction cost to reflect the scope refinement and design.

Q17: Who do we email questions to?

A17: All questions should be sent to bidtab@iu.edu no later than Wednesday, Nov. 4th, 2026

Q18: What is the deadline for questions?

A18: See answer to Q17 above.

Q19: Will multiple companies be selected for each A/E category?

A19: Yes. There is no limit to how many firms will be accepted to participate in the MYCC program.

Q20: Would you like resumes for the architects and engineers we would be proposing for the potential projects?

A20: It isn't necessary to provide resumes. You can include them, but it isn't necessary. See the answer to Q23 below for additional information.

Q21: Is there an expected number of architecture firms to be selected?

A21: See answer to Q19 above.

Q22: And, for new firms, would the potential interviews occur over the following weeks after the 11/10 submission?

A22: For any interviews that may be requested, notification of the interview will be during the week of 11/9/26, with interviews potentially occurring during that week or the weeks following. Interviews will be informal virtual conversations.

Q23: Do you want any sort of org chart or resumes?

A23: Organizational charts are appreciated and helpful, but they are not required. Resumes are also not required. If these items are needed during the evaluations, IU will contact the representative requesting them.

Q24: Can you confirm that the cover sheet does NOT count toward the 25-page limit?

A24: That is correct. The 25-page limit does not include the cover sheet.

Q25: For those already in the MYCC program, are the submittal requirements trimmed down to 1. Letter of Interest, 2. Exhibit A, 3. Any Disclaimers/Qualifiers?

A25: Correct. For current MYCC consultants, you are only required to submit an updated Exhibit A document and a Tier Two document if you choose to participate. A Letter of Interest and any disclaimers or disqualifiers would be appreciated.

Q26: Are there other submittal requirements – ie. Firm history/profile, staff resumes, relevant project summaries, etc.? Can we format the submittal how we want as long as we are including the requested content?

A26: All submittal requirements are listed in the RFP; there is nothing additional required. You may format the submittal how you chose to as long as it includes the requirements outlined in the RFP.

Q27: Can IU provide any guidance on what it considers an acceptable fee?

A27: No, we will not provide guidance on what is considered an acceptable fee.

Q28: Do architecture/interiors only firms need to submit partnering consulting firms or are we going to be paired with a consulting firm each time?

A28: Identifying partnering consulting firms is not required as part of the MYCC program submission. If a project requires sub-consultant services, IU will not pair or assign sub-consultants. The primary consultant should coordinate with the assigned IU Team Lead/Project Manager regarding any intended sub-consultant partnerships for each project.

Q29: Will IU provide the standard form of professional services agreement that will be used for projects awarded under the 2026 Multi-Year Consulting Contract before proposals are due?

A29: Yes, as well as the Terms & Conditions document. Both are attached to Addendum 1.

Q30: Exhibit A fees for each category expressed as a % not a $ amount, correct?

A30: That is correct. Each category being submitted for should be done so with a proposed fee percentage.

Q31: Are hourly rates for projects < $200,000 acceptable instead of a percentage-based fee?

A31: A fee percentage is required for all cost range categories. However, if it is determined with the IU Team Lead/Project Manager that a project is more suitable for the Tier Two structure, that is an acceptable use.

Q32: Confirm that you do not want Architectural firms to include %fees for services that we would have to have our consulting engineers provide? You will separately contract with them, or would you direct us to contract with engineers you select?

A32: The primary consultant will be responsible for obtaining contracts for any sub-consultants needed for each project. See the answer to Q4 above for additional information.

Q33: The RFP asks for hourly rates for smaller projects and percentage for other projects. Can you define what that project budget amount is considered "smaller" per the MYCC?

A33: Smaller projects will typically be under $200,000.00 in estimated construction cost. Tier Two clarification is included in Addendum 1.

Q34: We typically exclude Telecom and Fire Protection from our MEP services. Can we provide a fee percent but exclude those services?

A34: Fire protection and telecom are considered standard services and should be included as such. Consultants are expected to include all anticipated costs for services within the applicable category, including any required sub-consultants, in their submitted fees. If the scope of a proposed project is not compatible with the submitted fee structure, the consultant will not be obligated to accept the assignment.

Q35: Must the %fee always include all reimbursable expenses.

A35: Acceptable reimbursable expenses are excluded from the fees and should be identified separately.

Q36: We understand that IU has a preferred elevator consultant. Would that service be treated as an additional service under the "Elevator and Lifts" category?

A36: The “Elevator and Lifts” category is intended for elevator and lift specific projects with little to no other scope of work. It is not intended to be used in addition to a project with broader scope. If a project’s scope includes elevator work as part of a larger scope, services pertaining to the elevator scope of work should be included in the MYCC consultant’s fee.

Q37: Understanding a project can have many variables, can we insert "Lump Sum or Hourly NTE" for projects less than $200K in lieu a specific percentage?

A37: See answer to Q31 above.

Q38: Since 'FFE Add Service' is a new project category, should we assume that the 'Interior Renovations' and 'Lab Renovations' category does not include any FFE services unless added as a 'bolt-on' under the 'FFE Add Service' category?

A38: FFE services are not automatically excluded from the Interior Renovations or Lab Renovations categories. Depending on the specific project requirements, FFE services may be included as part of the primary contract or procured separately. The approach for FFE services will be determined during project scoping discussions with the assigned IU Team Lead/Project Manager.

Q39: Does IU have preferred Fire suppression and Fire alarm contractors?

A39: No, we do not.

Q40: Will IU set the estimate for the cost model, or will the consultants need to provide?

A40: IU will provide a draft cost model with an estimated construction cost/total project cost. The AE should review, confirm the estimated costs, and discuss any concerns or adjustments they feel are needed with the Team Lead/Project Manager.

Q41: Are there MWBE and/or Veteran Owned Business requirements that must be met with the fee percentages?

A41: There is no requirement at this time. CPF appreciates willingness to report for small, disadvantaged businesses, but it is not a requirement.

Q42: You mentioned a Commissioning Category that is not represented on current exhibit A. Will this be part of an addendum?

A42: Due to the uniqueness of commissioning for each project, it was decided that commissioning category would not be appropriate for the MYCC. It is not included

Q43: Any other categories to be added (to Exhibit A)?

A43: There are no plans to add additional categories.

Q44: A question was asked regarding structural assessments when it may be determined that no construction is needed.

A44: Exhibit A has been updated to remove the description under the Structure category. If there is work done, IU will pay for those efforts. The Structure category is intended to be used for structural projects, not studies or assessments. Those services would likely fit in the Tier Two category.

Q45: Can IU provide the relative weighting or importance assigned to each evaluation criterion in making the final selection?

A45: There is no weight or importance assigned to the evaluation criteria.

Q46: Will IU exclude an otherwise qualified firm from the program based on its proposed fee alone?

A46: Yes. This is a fee based, public bid scenario. IU will reach out to firms for further discussion as needed.

Q47: For the section that talks about including standard subconsultants, can we just add a paragraph in our Exhibit A to talk about those?

A47: The reference to standard subconsultants is to clarify that fees for any additional standard subconsultants should be included in the proposed fees. There is no requirement for explanation of subconsultant participation.

Q48: Should reimbursables (travel, mileage, lodging, per diem, etc.) be included in the tier one/tier two fees per value category or can we assume those will be separate?

A48: Reimbursable expenses do not need to be included in the fees as they are handled separated.

Q49: One more question. Are we able to see a list of the firms that were approved for the 2024 MYCC program?

A49: We are not able to provide the list of current 2024 MYCC participants at this time.

Q50: Are we able to enter a fee range, rather than a single percent, in the required fee table?

A50: No. A set fee percentage must be provided; ranges will not be accepted.

Attachments:

Exhibit A

RFP document updated November 5, 2026

IU Consultant Multi-Year Contract 2026 example

IU Terms & Conditions example

END OF ADDENDUM

20261679 -BL000B Multi-Building - Multi-Year Consulting Contract
Exhibit A

Consulting Firm: _____

Main Point of Contact Name: _____

Email: _____

Phone: _____

A/E Fee Percentage by Category / Total Project Cost Range					
A/E Project Categories	**< $200,000**	**$200,001 - $500,000**	**$500,001 - $1M**	**$1M - $2M**	**$2M - $2.5M**
Building Envelope (Windows & Tuckpointing)					
Elevator and Lifts					
FFE Only					
FFE Add Service (In addition to main project fees)					
Interior Renovations (Restrooms, Classrooms, etc.)					
Lab Renovations					
Landscape / Hardscape					
MEP / Telecom / Fire Protection					
Roof Only					
Sitework (Utilities)					
Structure					

1. Selected campuses that the above fees are applicable to:

☐ IU Northwest ☐ IU South Bend ☐ IU Kokomo ☐ IU Indianapolis

☐ IU East ☐ IU Bloomington ☐ IU Southeast

2. Consultant agrees and affirms that the above A/E fee percentages, hourly rates, and campus selections are applicable for two (2) years after the signing of this exhibit. The above fee percentages will apply to projects to which Consultant is selected to perform work by Indiana University during the two-year term.

Signature _____

Printed Name _____

Date _____

INDIANA UNIVERSITY
CAPITAL PROJECTS

Request for Proposals for Professional Services

For

Multi-Year Consulting Contract 2026 (MYCC)

Responses due no later than:

November 10, 2026 at 3:00 PM EST

Issued by:

Indiana University
Capital Projects Procurement
2901 East Discovery Parkway
Bloomington, Indiana 47408
Email: bidtab@iu.edu

Issued: October 16, 2026

INDIANA UNIVERSITY
CAPITAL PROJECTS

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Multi-Year Consulting Contract 2026 (MYCC)

ISSUED – October 16, 2026

Updated November 5, 2026

Indiana University, Office of the Vice President for Capital Planning and Facilities, is seeking responses to this Request for Proposals from consulting firms to provide professional services related to your discipline under a Multi-Year Consulting Contract.

PROJECT SUMMARY:

Chosen firms will be issued a professional services contract with a mutually agreed compensation structure for the two-year term of December 1, 2026 through November 30, 2028. Award of each individual project will require the Proposal Summary and cost model and be issued a university purchase order.

There will be two tiers of compensation structure to this Agreement - please indicate in your responses if you are interested in only Tier One or both options.

- **Tier One** will apply to efforts ranging up to a maximum total project cost of $2,500,000. The compensation structure for Tier One projects will be based upon a mutually agreed fee percentage.
- **Tier Two** will apply to smaller projects including efforts of evaluation and feasibility, studies, and assessments. It can also apply to projects with estimated construction costs below $200,000. The compensation will be based upon an Hourly Rate Schedule that each respondent would provide in the proposal phase. The intent is to establish a *not to exceed* based on hourly rates.

Agreements will apply to all campuses; however, firms may indicate which campuses they are interested in supporting.

Indiana University's goal is to utilize this program for the majority of our professional service contracts. Currently, we are seeing approximately 49% of our project delivery being through the MYCC program. The overall workload will be distributed amongst participants in the multi-year program.

PROJECTED TIMELINE (subject to change):

~~1.~~	~~RFP Released:~~	~~October 16, 2026~~
~~**2.**~~	~~**Pre-Submittal Virtual Q&A:**~~	~~**October 29, 2026 at 3:00 P.M.**~~
3.	**RFP Proposals Due:**	**November 10, 2026 by 3:00 P.M.**
4.	Interviews (new participants only):	Week of November 9, 2026
5.	Notice of Selection:	November 20, 2026
6.	Agreement Contract Begins:	December 01, 2026

~~**PRE-SUBMITTAL QUESTION & ANSWER MEETING:**~~

~~Join from computer or mobile: https://iu.zoom.us/j/88027742970~~

Meeting ID: 880 2774 2970

Join by Telephone: 312-626-6799

INDIANA UNIVERSITY
CAPITAL PROJECTS

REQUEST FOR PROPOSAL SUBMITTAL:

If your firm is not currently an MYCC consultant, you must submit all items listed below.

Current MYCC consultants are not required to submit Items 1 and 2.

The total RFP response from each firm should not exceed 25 pages (cover page is acceptable). All pages should include page number (lower right corner) and firm name. Pages should be submitted in order.

RFP responses should include the following:

1. **Prior experience working with Indiana University, other universities, or notable projects in the State of Indiana:**
    a. Provide a list of prior projects that your firm has been involved in. The list should include the project number/name and what your firm's role was.
2. **Description of your approach to individual projects:**
    a. How would you organize and manage schedules?
    b. How would you manage budgets and control costs?
3. **Proposed fees:**
    a. Proposals **must include the attached completed Exhibit A,** indicating all fee percentages for each of the project categories you are submitting for.
        i. Proposed fees submitted must include potential need for standard subconsultants. Fee addendums and/or modifications will not be accepted unless prior approval is obtained for specialty subconsultants when required.

INTERVIEW PROCESS:

Indiana University may conduct interviews for firms that are not currently MYCC participants. These will be handled individually and scheduled in a timely manner.

If an interview is requested, no formal presentation is necessary. Please ensure that the main point of contact for your project team is in attendance.

INDIANA UNIVERSITY
CAPITAL PROJECTS

SUBMITTAL PROCEDURE:

Submit your proposal electronically, no later than **3:00 PM ET on November 10**, **2026.**

Proposals shall be submitted as 1 Adobe PDF document and titled as follows: **"[your company name] – RFP for IU MYCC 2026**"

To submit your proposal, go to www.iuplanroom.com.

1. Log in with your User ID and Password as per usual for ordering on the IU Plan Room.
2. Click on ***RFP for Multi-Year Consulting Contract*** project listing**.**
3. Click on Submit Bid next to the job name on the information tab. Attach file and add comments, if any.
4. Click on Submit Bid at bottom of screen.
5. You should receive a confirmation screen, stating that, "Your Bid Submission has been saved successfully," as well as an email confirmation, indicating that your submission was received.

For assistance with uploading, please contact Eastern Engineering at:

fishersplanroomservices@easternengineering.com / Phone: 317-598-0661

All correspondence regarding the submittal should be emailed to: IU Capital Projects Procurement at bidtab@iu.edu**.**

Indiana University reserves the right to disqualify any submittal received after the time and date indicated above. Indiana University reserves the right to select the firm or firms that best meets the needs of the University based on the submitter's response to the RFP criteria.

Submittals that are incomplete, do not follow the format requested above, or are otherwise unclear or contrary to the guidelines of this request may be rejected as non-responsive.

Insurance Requirements must meet the following - https://inlocc.iu.edu/policies/insurance-requirements.html if issued a contract.

INDIANA UNIVERSITY AGREEMENT BETWEEN

OWNER AND CONSULTANT FOR MULTI-YEAR PROFESSIONAL SERVICES

AGREEMENT made as of xxxxxxxx, 2026 between the:

OWNER: The Trustees of Indiana University
2901 East Discovery Parkway
Bloomington, IN 47408

and the:

CONSULTANT: Firm
Address
City, State, Zip

IU Project: **20261679 - Multi-Year Professional Consulting Contract 2026**

Scope: Master Agreement for Professional Services on Indiana University projects for the term of December 1, 2026, through November 30, 2028, per exhibit A which is attached and dated xxxxx.

Projects will be assigned, and a proposal summary form with scope and fee breakdown will be required for each specific project.

ARTICLE 1
CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

1.1.1 The Consultant's services consist of those services performed by the Consultant, Consultant's employees and Consultant's Consultants as enumerated in this Agreement. The Consultant covenants with the Owner to use its effort, skill, judgment and abilities in providing its services under this Agreement, consistent with the standard of care exercised by qualified design professionals practicing under similar circumstances, at the same time, in the same locality, with projects of similar scope and nature. The plans, specifications and other design documents provided by the Consultant shall conform to federal, state and local laws, rules, regulations and codes applicable to the Project consistent with the Standard of Care.

1.1.2 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Consultant shall submit for the Owner's approval a schedule (Project Schedule) for the performance of the Consultant's services which may be adjusted as the Project proceeds and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the Project and as approved by the Owner are of the essence of this Agreement and shall not, except for reasonable cause, be exceeded by the Consultant. Before requesting any payment under this Agreement, and as a condition precedent to the enforceability of this Agreement by the Consultant, the Consultant shall have received the Owner's written acceptance of Consultant's Project Schedule setting out the dates on which the Consultant is to complete the Schematic Design Phase, Design Development Phase, Construction Documentation Phase, Bidding Phase, and estimated Construction Phase of the project. This schedule shall also set out the dates by which any actions, decisions, or information are required from the Owner in order to permit the Consultant to perform according to this schedule.

1.1.3 The Consultant hereby represents to the Owner that the Consultant is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; and that the Consultant has visited the site for the Project and thoroughly familiarized itself with the local conditions under which the Project is to proceed and the Consultant shall correlate its observations of same with the requirements of this Agreement and the Construction Contract Documents.

1.1.4 All work required by the Consultant to provide a complete project design shall be provided by the Consultant as Basic Services, unless specifically stated otherwise in this Agreement. The Consultant's employees, its Consultants and their respective areas of responsibility as listed on the Exhibit attached hereto and shall constitute the Consultant's Design Team with respect to the Project. The Owner and Consultant shall have the right to make mutually agreeable changes to the Design Team which are believed to be in the best interest of the Project, although no change in the Design Team will be made by the Consultant without the prior written consent of the Owner. In the event that any member of the Design Team fails to provide or perform services in a satisfactory manner and as required by the terms of this Agreement, the Consultant shall, upon written request of the Owner, promptly replace such member of the Design Team with another acceptable to the Owner. The Owner shall not, however, be deemed to have any obligation to the Consultant's employees or Consultants under a direct contract, third party beneficiary or any other theory and the Owner shall not be obligated to pay or be liable for the non-payment of fees, costs and expenses of such employees or Consultants, as such fees, costs and expenses are the sole obligations of the Consultant.

1.1.5 CSI Format. In order to provide uniformity in documents, the project Consultant will provide specifications in the Construction Specification Institute format.

1.1.6 Consultant Design Deliverables must comply with Design Deliverables as outlined in the e-Builder project management software site – project titled zIUResources / Documents / Design Resources – https://app.e-builder.net/da2/daLanding.aspx?QS=82ddf53e5c3d491ea25e6255d9bf2df2

1.1.7 Incidental Design. In some cases when approved by Indiana University, the Project Consultant may specify in the contract documents that the contractor is responsible for incidental design of specific items such as curtain walls, roofing systems, etc. The Project Consultant will present the University with a list of all proposal incidental design items for approval.

ARTICLE 2
SCOPE OF CONSULTANT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Consultant's Basic Services consist of those described in Article 2 and any other services specifically designated as Basic Services in other sections of this Agreement. The Consultant's Basic Services encompass all design disciplines necessary to provide a state of the art facility which shall, unless otherwise specifically stated in this Agreement, include but not necessarily be limited to, the following, if applicable:

- Architectural Design
- Engineering Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Consultant/Site Lighting
- Parking/Other Site Improvements
- On-site and off-site Utilities
- Compliance with Urban Planning/Master Planning
- Graphics/Signage
- Code Compliance
- Compliance with the Americans With Disabilities Act
- Fire Protection/Fire and Life Safety
- Communications/Data Wiring/Sound and Video
- Food Service/Waste Handling/Recycling
- Vertical Transportation

2.1.2 The Consultant will visit the Project site and will be responsible to document existing conditions of the areas of the site and/or buildings to be affected by the Project. Existing original and/or as-built drawings and any other information pertinent to the Project will be assembled for use during the Project, with the assistance of the Owner who shall be responsible for making the Consultant aware of the availability of such pertinent information, but the Owner does not guarantee the accuracy or reliability of such information.

2.1.3 Indiana University has developed a complete set of Architectural and Engineering Standards described in the e-Builder project management software site – project titled zIUResources / Documents / Design Resources – https://app.e-builder.net/da2/daLanding.aspx?QS=82ddf53e5c3d491ea25e6255d9bf2df2. These standards will be utilized in the design of this project. However, the use of these standards does not eliminate or lessen the Project Consultants professional liability for the project. The standards are meant as a guideline. In no case should the project Consultant violate applicable codes, regulations, or good building practices.

2.1.4 Indiana University uses a Web-based Project Collaboration System (e-Builder) for the project, and the Consultant shall use this for all compatible services required under this Agreement. All costs for the Consultant's use of this Web-based Project Collaboration System shall be included in its Basic Services, and additional compensation shall not be permitted.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Consultant shall review and evaluate the program furnished by the Owner ("Program") to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. The Consultant shall develop a Project Cost Model for review and approval by the Owner, which shall include a preliminary estimate of construction cost appropriate to this phase of Project development, along with a preliminary estimate of other Project costs then identifiable. The Consultant shall also report to the Owner whether the Project Cost Model is consistent with any preliminary budget established by the Owner for the Project, compatible with the Program and Project Schedule and feasible as to special requirements, relationships, equipment, systems and site characteristics. The Consultant shall indicate the impact of any revision to the Program in an updated Project Cost Model and Project Schedule for review by the Owner. The Consultant and Owner shall jointly review the current approved Program, Project Cost Model and Project Schedule and shall arrive at a mutual understanding of the appropriate scope of the work before proceeding with schematic design. The Program, and any amendments thereto as approved by the Owner, shall establish the criteria and parameters for the Project and shall be the guide against which Schematic Design, Design Development, Construction Documents and subsequent modifications as developed, will be measured.

2.2.2 The Consultant shall review with the Owner alternative approaches to design and construction of the Project.

2.2.3 Based on the mutually agreed-upon Program, Project Cost Model and Project Schedule, the Consultant shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

2.2.4 The Consultant shall submit to the Owner a final set of Schematic Design Documents and an estimate of construction costs appropriate to this phase of Project development, along with a preliminary estimate of other Project costs indicated in the Project Cost Model for the Owner's review and approval prior to proceeding into the next phase of service. The Consultant shall recommend and the Owner shall review and approve adjustments, as necessary, to the scope of the Project in order to fit the Project Cost Model.

2.2.5 The final set of Schematic Drawings submitted to the University will contain room numbers established by the Owner and will be used on Construction Documents. Room numbers are assigned through the office of IU Space Planning at: https://cpf.iu.edu/about/units/space-planning.html.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the Program, Project Schedule or Project Cost Model, the Consultant shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

2.3.2 The Consultant shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.3.3 The Consultant shall submit to the Owner a set of Design Development Documents at 100% completion along with an updated estimate of construction costs appropriate to this phase of project development and updated estimates of other project costs indicated in the Project Cost

Model. The Consultant shall also provide an updated Project Schedule for the Owner's review and approval prior to proceeding into the next phase of service. The Consultant shall recommend, and the Owner shall review and approve adjustments, as necessary, to the scope of the project in order to fit the Project Cost Model.

2.3.4 Each space shall be labeled by USE with net usable square footage indicated (face of wall to face of wall).

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Quality of Work. Technical Adequacy -- the Consultant is responsible for the quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished under the contract. The Owner will not undertake a detailed technical review of the work. It will be the responsibility of the Consultant, acting in a professional capacity, to ensure the accuracy, completeness and correctness of all design documentation, including the cost estimate, consistent with that degree of care and skill exercised by the Consultant profession. The Consultant acknowledges that the Owner is relying upon the Consultant's skill and knowledge to prepare Drawings, Specifications and other work product which conform to the applicable standard of care and the laws, rules, regulations and codes applicable to the Project. The Consultant's duties in such regard shall not in any way be diminished by reason of any approval by the Owner of the Drawings, Specifications or any other work product of the Consultant, nor shall the Consultant be released from any such liability by reason of such approval by the Owner.

2.4.2 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Cost Model authorized by the Owner, the Consultant shall prepare for approval by the Owner Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.3 Prior to the final submission of the Construction Documents, the Consultant shall perform a structured quality control review of all drawings and specifications. The review shall check for technical accuracy, coordination of work within each discipline, coordination of work among disciplines, coordination of the Drawings and Specifications and verification with existing conditions.

2.4.4 The Consultant shall advise the Owner of any adjustments to previous preliminary estimates of Construction Costs indicated due to changes in requirements or general market conditions.

2.4.5 The Consultant shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Owner will be responsible for reimbursing the Consultant for all filing fees.

2.4.6 The Consultant shall submit to the Owner a Progress Set of construction documents at 95% completion, along with estimates of construction costs appropriate to this phase of project development and updated estimates of other project costs indicated in the Project Cost Model. The Consultant shall recommend and the Owner shall review and approve adjustments, as necessary, to the scope of the Project in order to fit the Project Cost Model. The Consultant's Final Construction Documents submitted to the Owner for review and approval shall be 100% complete and in a form appropriate for the bidding and award of contracts for construction in accordance with the bidding laws applicable to the Owner. The Consultant shall also provide an updated Project Schedule for the Owner's review and approval before proceeding to the next phase of service.

2.4.7 The Consultant shall, within one month of the Date of Substantial completion, provide the IU Capital Projects office with two sets of interior finish binders, if applicable, that include actual samples and product identification data of the interior finishes installed in the project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Consultant, following the Owner's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. During the bidding process, the Consultant shall specifically:

1. Assist the Owner in preparing and/or compiling the necessary invitations and notices, other bidding forms, the Conditions of the Contracts and the form of Agreement between the Owner and the Contractor;
2. Respond to questions from bidders and issue necessary and appropriate addenda;
3. Make recommendations as the qualification and experience criteria for bidders to be included in the bidding requirements for selected portions of the Work;
4. Attend pre-bid conferences to familiarize bidders with the bidding documents, the phasing, sequencing and interfacing of the Work and any special systems, materials or methods to be employed on the Project;
5. Receive and analyze all bids submitted; and
6. Make recommendations to the Owner as to the rejection of bids or award of Contracts.

2.5.2 The Consultant shall, within one month after the construction contract is awarded, provide the IU Capital Projects office with one set of electronic CAD files representing every sheet in the bid documents with all Addenda incorporated in a Construction Documents Deliverable. Each sheet is to have its own unique file and comply with the current IU Capital Projects CAD Standards**. Word processing files (Word/WordPerfect) for all specifications shall also be included. Final payment to the Consultant 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/.

2.6 CONSTRUCTION ADMINISTRATION & PROJECT CLOSEOUT PHASES ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Consultant's responsibility to provide Basic Services for the Construction Phase under this agreement commences with the award of the Contract for Construction.

2.6.2 The Consultant shall provide administration of the Contract for Construction as set forth in AIA Document A201, General Conditions of the Contract for Construction (2017 edition as modified by Indiana University), together with, and as amended by, the Owner's Supplementary General Conditions and other documents included or incorporated into the Construction Contract. The Consultant's administration of the Contract for Construction as set forth in this Agreement shall be provided to further the interests of the Owner and shall in no manner excuse, relieve or discharge the obligations which the Contractor or other parties performing the Work owe to the Owner, nor shall any acts or omissions of the Consultant be deemed an acceptance by the Owner of Contractor's Work which is incomplete, defective or otherwise not in conformance with the Contract Documents.

2.6.3 Duties, responsibilities and limitations of authority of the Consultant shall not be restricted, modified or extended without written agreement of the Owner and Consultant with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Consultant shall be a representative of and shall advise and consult with the Owner during construction until warranty is complete. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Consultant shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed to by the Owner and Consultant in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. On the basis of on-site observations as a Consultant, the Consultant shall keep the Owner informed of the progress and quality of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work. The Consultant will visit the site twice monthly for the duration of the project to attend construction progress meetings. The Consultant shall chair the meetings and shall record, prepare and distribute meeting minutes to the participants. Additionally, the Consultant will visit the site on an as needed basis to keep the Project progress on schedule and answer questions related to Requests for Information (RFI's), Consultant's Supplemental Information (ASI's) and/or Construction Change Directives (CCD's). Site visits shall be coordinated with construction coordination meetings which shall also occur twice monthly. The Consultant shall organize site visits for its various Consultants as necessary to the progress of the Project or as requested by the Owner. The Consultant shall generate a monthly construction field report. The Consultant shall submit to the Owner copies of minutes to meetings, telephone conversations, inspections and discussions with the Owner.

2.6.6 The Consultant shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Consultant shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. However, if the Consultant knows, or in the exercise of reasonable care should have known, that a Contractor is not performing its Work in a proper and timely manner, then the Consultant shall immediately advise the Owner and Contractor, in writing, and shall demand on behalf of the Owner that appropriate remedial steps be immediately taken.

2.6.7 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate through the Consultant. Communications by and with the Consultant's Consultants shall be through the Consultant.

2.6.9 Based on the Consultant's observations and evaluations of the Contractor's Applications for Payment, the Consultant shall review and certify the amounts due the Contractor.

2.6.10 The Consultant's certification for payment shall constitute a representation to the Owner, based on the Consultant's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Consultant’s knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) verified requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Consultant shall have authority to reject Work, which does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work. The Consultant will provide the Owner with prior written notice before either rejecting Work or requiring additional inspection.

2.6.12 The Consultant shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate Contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon qualified professional certifications to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Consultant shall prepare Change Orders or Construction Change Directives, with necessary plans, specifications and other supporting documentation and data as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. The Consultant shall also review, evaluate and report to the Owner as to changes recommended by the Contractor and price proposals/quotations submitted by the Contractor as to proposed changes under consideration.

2.6.14 The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Consultant shall issue a Certificate of Substantial Completion when appropriate and shall receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Consultant shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.16 The Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and acceptable to the Owner.

2.6.17 The Consultant shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.18 The Consultant's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.16, shall be subject to dispute resolution/litigation as provided in this Agreement and in the Contract Documents.

2.6.19 The Consultant shall prepare/provide services in connection with evaluating substitutions proposed by the Contractor to the extent such substitutions are permitted by the Construction Documents.

2.6.20 The Consultant shall prepare/provide assistance in the initial utilization of equipment or systems such as testing, adjusting and balancing; preparation and/or delivery of operation and maintenance manuals; training of personnel for operation and maintenance; and consultation during operation. Included as a part of the foregoing, shall be services related to initial start-up of equipment and orientation of Owner's personnel (i.e. a start-up/orientation session). This applies to each major component of the project individually.

2.6.21 Errors, omissions or deficiencies in the Consultant's performance shall be corrected or revised by the Consultant at no additional cost to the Owner. Additionally, design error, omissions or deficiencies resulting in damages or extra cost to the Owner will be evaluated for potential Consultant responsibility. If the IU Capital Projects office determines that the Consultant is financially responsible for a design deficiency, the Consultant will be so advised by official correspondence. For expediency, and at the Owner's request, the Consultant shall negotiate directly with the Contractor in the interests of minimizing the cost impact to the Project of such deficiencies. The Consultant will review the results of these efforts with the Owner. If not satisfied with the result of the negotiation, the Owner reserves the right to pursue a claim against the Consultant for work that it believes is a result of negligent performance, per the terms of Article 7, Dispute Resolution.

2.6.22 When poor performance by the Consultant results in the need for a re-submission of design documents, the Consultant may be required to send representatives to IU to discuss the problems and to correct deficiencies at no additional cost to the Owner.

2.6.23 The Consultant shall prepare and submit clear and detailed Meeting minutes within five (5) working days following meeting held with respect to the Project.

2.6.24 The Consultant shall revise the Construction Documents and related electronic files with information contained on the As-Built Field Data Documents submitted by (each) Contractor. The Consultant shall label the revised Construction Documents and related files as “Record Documents”, and these documents shall reflect the date of the Consultant’s incorporation of the As-Built Documents. The Record Documents, to the best of the Consultant’s knowledge based upon the As-Built Documents delivered to the Consultant by the Contractor(s) and the Consultant’s observations of the Project, shall detail the actual construction of the Project and shall contain such annotations by the Consultant as may be necessary for someone unfamiliar with the Project to understand the changes that were made to the Bid Documents. Within thirty days of issuing Substantial Completion, the Consultant shall furnish to the IU Capital Projects office one set of electronic CAD/BIM files representing the Record Documents - INCLUDING A FULL AS-BUILT MODEL ON PROJECTS REQUIRING DEVELOPMENT VIA BIM (MODEL), three sets of hardcopy drawings from these files, plus one set of pdf files from each sheet of the CAD/BIM Record Documents. Each sheet shall have its own unique file and comply with the then-current IU Capital Projects CAD standards. A more detailed description of the IU As-Built CAD and BIM requirements are described in the **e-Builder** project management software

site – project titled zIUResources / Documents / Design Resources – https://app.e-builder.net/da2/daLanding.aspx?QS=82ddf53e5c3d491ea25e6255d9bf2df2.

2.6.25 Approximately two months prior to the end of the two-year warranty period the Consultant shall, after notifying the Owner, visit the site and perform an "End of Warranty" punch list inspection. The Consultant will furnish the Owner and Contractors with a list of all items requiring correction.

ARTICLE 3
ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services, unless specified in writing elsewhere in this Agreement, and if authorized and approved by the Owner such Additional Services shall be provided by the Consultant and paid for by the Owner as provided in this Agreement. It is expressly acknowledged and agreed, however, that Additional Services shall be provided by the Consultant and paid for by the Owner only if:

(a) The Consultant gives prior written notice to the Owner of the need for the Additional Services and the estimated cost thereof; and

(b) The Owner, in writing, authorizes and directs that the Additional Services be provided.

Failure of the Consultant to provide the prior written notice and to obtain the Owner's prior written approval shall constitute a waiver of any claim by the Consultant to be paid for such Additional Services. If the prior written notice is given and the approval obtained, the Additional Services shall be paid for by the Owner in accordance with the parties agreement concerning such services and as provided in this Agreement.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is requested by the Owner, the Consultant shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Through the observations by such Project Representatives, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described elsewhere in this Agreement.

3.3 OTHER ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

3. due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to changes in size, quality, complexity, the Project Schedule, or the method of bidding, negotiating and contracting for construction, unless such changes are required due to acts or omissions of the Consultant.

3.3.3 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.4 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.5 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work, unless such claims arise out of the fault of the Consultant.

3.3.6 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.3.7 Providing financial feasibility or other special studies.

3.3.8 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.3.9 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.3.10 Providing services relative to future facilities, systems and equipment.

3.3.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.3.12 Providing analyses of owning and operating costs.

3.3.13 Interior Design Services, if included in the project, including:

- furniture and equipment layout including programming
- furniture selection
- furniture finishes selection
- write all specification for furnishings
- submit to Owner two binders of all building furniture specifications and samples withing fifteen working days after the project bids.
- do follow-up including answering vendors' questions, supervising installation of furniture.
- train University staff in furniture operation and maintenance.

3.3.14 Providing services for planning tenant or rental spaces.

3.3.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities, except when the project involves remodeling of or renovation to existing facilities.

3.3.16 Providing services after the completion of the Construction Phase as defined by Paragraph 2.6.1.

3.3.17 Providing any other services not otherwise included in this Agreement as Basic Services or not customarily furnished in accordance with generally accepted Consultant practice.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a Program which shall set forth the Owner's preliminary objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall assist the Consultant in establishing, updating and reviewing the Project Cost Model and the Project Schedule.

4.3 If requested by the Consultant, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely

manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

4.5 The Owner shall contract the Consultant to furnish surveys describing physical characteristics, Legal limitations and utility locations for the site of the Project, and a written legal description of the site when such services are requested by the Owner. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths, manhole and vault interior dimensions, pipe size, pipe material, electrical ductbank configuration, telecommunications ductbank configuration (and a designation of fiber optic and/or copper conductors), meter pits, valves, hydrants, light poles, transformers, power poles, and ownership of each utility. All the information on the survey shall be referenced to a Project benchmark and adhere to the University Landscape – Site Survey standards found in the **e-Builder** project management software site – project titled zIUResources / Documents / Design Resources – https://app.e-builder.net/da2/daLanding.aspx?QS=82ddf53e5c3d491ea25e6255d9bf2df2. The original surveys in CAD format (in the required Indiana State Plane Coordinate system) shall be submitted to the University at the time of completion and before inclusion in Consultant or Engineering CAD project files.

4.6 The Owner shall contract the Consultant to furnish services of geotechnical engineers when such services are requested by the Consultant. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof. However, if the Consultant observes or becomes aware of any fault or defect in the services, information, surveys and reports furnished by the Owner or its consultants, the Consultant shall give prompt written notice thereof to the Owner.

4.10 Prompt written notice shall be given by the Owner to the Consultant if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents. This obligation, however, arises only if the Owner obtains actual knowledge of a fault or defect in the Project or non-conformance with the Contract Documents. The Owner is not obligated to the Consultant, the Contractors or other third parties to specifically review the design and/or the Work for the purpose of identifying or discovering any fault, defect or non-compliance of the work.

4.11 The proposed language of certificates or certifications requested of the Consultant or Consultant's consultants shall be submitted to the Consultant for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Consultant.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 A fixed limit of Construction Cost may be established by the Owner in writing, as a condition of this Agreement. In establishing such a fixed limit the Owner shall include appropriate contingencies for design, bidding and price escalation and alternates approved by the Owner may be included in the Contract Documents to adjust the scope of work to the fixed limit of Construction Cost. Services in connection with revisions and inclusions of alternate bids as recommended for cost control purposes shall be part of Basic Services.

5.2.2 If the Bidding or Negotiation Phase has not commenced within 90 days after the Consultant submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought. If there is a material change in construction costs after the 90-day period and exceeding the 90-day period is through no fault of the Consultant, then the Consultant reserves the right to request Additional Services for redesign if the lowest subsequent bid exceeds the new estimated Construction Cost.

5.2.3 If the lowest bona fide bid or negotiated proposal received exceeds, by 5% or more, the fixed limit of Construction Cost established by the Owner, in writing, or the estimate of Construction Cost presented by the Consultant and approved by the Owner at the end of the Contract Documents Phase, then the Owner retains the right to initiate one of the following remedies:

1. give written approval of an increase in Construction Cost and proceed with construction;
2. authorize rebidding or authorize the Consultant to renegotiate the Project within a reasonable time and amend documents as necessary at no cost to Owner;
3. abandon the Project and terminate in accordance with Paragraph 8.3;
4. require the Consultant to redesign or modify the Project to achieve budget goals at no cost to Owner and rebid the project.

5.2.4 Both parties recognize that neither the Owner nor the Consultant can predict with certainty the disposition of the construction industry at the time of bidding or negotiation. Therefore, if the Owner elects to proceed under Clause 5.2.3.4, the Consultant shall identify potential cost savings and shall modify the Construction Documents accordingly, without additional charge to the Owner, in such a way as to bring the lowest bona fide bid or negotiated proposal to within 5% of the construction budget. If these negotiations do not succeed in achieving the cost savings necessary, the Consultant shall redesign and modify the Construction Documents for re-bidding, also without additional charge to the Owner. If the applicable construction budget is attained, yet the Owner wishes to have the Project redesigned or modified to achieve further savings, such services shall constitute an Additional Service, compensation for which shall be determined by agreement between the Owner and the Consultant. In either instance, the Owner shall cooperate with the Consultant in determining revisions to the Project scope of work and/or quality as required to reduce Construction Costs.

ARTICLE 6
DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service. Consultant assigns ownership including copyright to the Client upon payment for services rendered except Consultant retains copyright in its standard systems, sections, details and specifications. Consultant grants Client a license to use Consultant's standard systems, sections, details and specifications but only for this Project.

6.2 In the event of termination, suspension, abandonment or completion of the project, the Consultant shall deliver to the Owner within seven (7) days all drawings/BIM models, specifications and other documents created by the Consultant in connection with the project and not previously delivered to the Owner during the course of the project. The Owner, as the holder of all right, title and interest, including all copyrights, in all drawings/BIM models, specifications and other documents created by the Consultant, as provided in Article 6.1, shall have the right to use and reuse any and all such drawings, specifications and other documents for any purpose in connection with the project, including, but not limited to, its completion, at the Owner's sole discretion and at no additional cost to the Owner.

6.3 The owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Consultant.

ARTICLE 7
DISPUTE RESOLUTION

7.1 In an effort to resolve any conflicts that arise during the design or Construction of the Project or following the completion of the Project, the Owner and Consultant agree that all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include similar mediation provisions in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers, fabricators so retained, thereby providing for mediation as the primary (i.e. first) method of dispute resolution between all parties to those agreements. The parties involved with any conflict shall attempt to reach agreement as to the mediator to be selected and, failing to reach such agreement, any party may seek the appointment of a mediator in accordance with the Construction Industry Mediation Rules of the American Arbitration Association.

7.2 In the event that mediation is unsuccessful, such claims, disputes or other matters in conflict shall be resolved through litigation, with the parties hereto agreeing and acknowledging that the Circuit and/or Superior Courts of Monroe County, Indiana shall be the sole and exclusive venue 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.

ARTICLE 8
TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven day, 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.

8.2 In the event of the Owner termination, suspension or abandonment of the project, the Consultant shall be equitably compensated by the owner for services performed to the date of termination, suspension or abandonment.

8.3 This Agreement may be terminated with or without cause by the Owner upon not less than seven days' written notice to the Consultant in the event the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Consultant may terminate this Agreement by giving seven days prior written notice.

8.3.1 Failure of the Owner to make payments to the Consultant in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.4 If the Owner fails to make payment when due the Consultant for services and expenses, the Consultant may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.5 If this Agreement is terminated by the Owner and not because of the fault of the Consultant, the Consultant shall be compensated for all services performed to the termination date, together with reimbursable expenses then due and all Termination Expenses directly attributable to termination for which the Consultant is not otherwise compensated.

8.6 In the event that the project is restarted by the owner following termination, suspension or abandonment, the Owner shall not be obligated to re-hire the Consultant for completion of the project.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 This agreement shall be governed by the laws of the State of Indiana.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction (2017 edition).

9.3 The Indiana statutes of limitation as interpreted by the Courts of the State of Indiana shall apply to all acts or omissions, claims, disputes or other matters in question arising out of or relating to the Work, the Project, this Agreement or any breach thereof.

9.4 The Owner and Consultant waive all rights against each other and against the Contractors, Consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Consultant each shall require similar waivers from their Contractors, Consultants and agents.

9.5 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other.

9.6 This Agreement and any attached addenda represent the entire and integrated agreement between the Owner and Consultant 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 Consultant.

9.7 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 Consultant.

9.8 Unless otherwise provided in this Agreement, the Consultant and Consultant's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Consultant shall, however, given immediate written notice to the Owner should it observe or suspect the existence of asbestos, PCB or other toxic substances within or around the Project and shall identify the areas where such substances have been encountered or are suspected and the areas of the Project where the Consultant recommends that Work be stopped or suspended while the substances are being analyzed.

9.9 The Consultant shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Consultant's promotional and professional materials. The Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant, in writing, of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant on the construction sign and in the promotional materials for the Project.

9.10 The Consultant will not engage in, or tolerate by its employees, Consultants or agents, sexual harassment as defined in this section. Harassment on the basis of sex is a violation of Section 703 of the Title VII of the Civil Rights Act of 1964.

a. Sexual harassment is defined as unwelcome sexual advances/requests for sexual favors and other verbal or physical conduct of a sexual nature when:

1. Submission of such conduct is made either explicitly for implicitly a term or condition of an individual's employment, or

2. Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

3. Such conduct has the effect of unreasonably interfering with an individuals' work or academic performance or creating an intimidating hostile or offensive working or learning environment.

b. The Consultant will ensure dissemination of this sexual harassment policy to its employees, Consultants and agents.

c. Additionally, the Consultant will ensure that its employees, Consultants and agents understand that sexual harassment includes, but is not limited to, actions taken towards Indiana University students, employees or guests which would constitute sexual harassment under definition (3) above.

9.11 During the course of the Project, the Consultant, its agents, employees, Consultants and anyone else with whom the Consultant contracts with respect to the Project shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, religion, color, national origin, ancestry, age, handicap, disabled veteran status and/or

Vietnam era status. The Consultant shall comply with the existing laws of the State of Indiana and the United States regarding prohibition of discrimination in employment practices, recognizes that the provisions of I.C. 5-16-6-1 are incorporated herein by reference and acknowledges that the breach of the non-discrimination provisions may be regarded as material breach of this Agreement.

ARTICLE 10
PAYMENTS TO THE CONSULTANT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Consultant's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Consultant and Consultant's employees and Consultants in the interest of the Project, as identified in the following Clauses:

10.2.1.1 Consultants, Consultants and Engineers will be reimbursed in the following manner:

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

a. Food. When Consultant is away from their home office for twenty-four hours they will be given a maximum food allowance of up to $46.00 per day or current University per diem rate.

b. Motel costs will be reimbursed at the single room rate. Telephone calls other than those related to university business, from motels will not be reimbursed.

c. Rental car costs will be reimbursed when prior approval for car rental is granted by the University. The use of Economy Class vehicles is recommended.

d. Airline Travel. When airline travel is approved by the University, Consultants shall contact University designated travel agents. Consultants should travel “Coach Class” and should purchase tickets at least 14 days in advance of travel when possible.

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

f. Out of state vehicle travel will be reimbursed at the rate of .51 cents per mile, or current University mileage rate.

g. Expense of filing fees for securing approval from governing authorities will be reimbursed.

h. Expense of renderings or models or mock-ups requested by the Owner will be reimbursed.

Printing Costs

a. All printing for pre-bid or Owner-required reviews ("review sets"),and renderings / presentations shall be produced and distributed by the approved Indiana University Centralized Printing Vendor ("Printing Vendor"). Any expenses associated with such

drawing and specification printing shall be borne by Indiana University and shall not be a reimbursable item to the Owner. Consultants shall coordinate submission of either paper copies or electronic files of the review sets to the Printing Vendor along with instructions to the Printing Vendor for distribution of the review sets.

b. All printing for project construction bid drawings, specifications, and addenda will be produced and distributed by the Printing Vendor. The Printing Vendor will also host an online web-based plan room that will list current and upcoming IU construction bid

projects for information as well as bid set ordering. Consultants shall work with the Printing Vendor to coordinate the direct upload or mailing of construction document files/originals.

c. 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.

Testing Costs

a. Expense of renderings or models or mock-ups requested by the Owner will be reimbursed.

b. All project testing required by the project specifications, and not designated the responsibility of the contractor, will be contracted by the A/E and billed to the University as a reimbursable expense.

10.2.2 Miscellaneous Expenses: There will be no reimbursement for miscellaneous expenses. These include: telefax, incidental printing and copying, office supplies, computer discs, couriers, federal express, postage, mail services, and local and long distance telephone service charges, supplies and other miscellaneous expenses are to be considered as part of the cost of doing business, and as such, are not reimbursable. They are a part of basic services.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Payments for Basic Services shall be made monthly or at end of each phase, in accordance with a schedule of invoices for each phase of the Project prepared by the Consultant and approved by the Owner.

10.4 PAYMENT ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Consultant's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Consultant's statement of Additional Services rendered or Reimbursable Expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work, other than those for which the Consultant has been found to be liable.

10.5.2 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 Consultant’s payment invoice an amount equal to the entire amount of the Closeout Phase fee. This is meant as a fair value of the Consultant’s work remaining to review and produce the close out documents.

10.6 CONSULTANT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses, expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11
BASIS OF COMPENSATION

The Owner shall compensate the Consultant as follows:

11.1 BASIC COMPENSATION

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

FEES: Refer to Exhibit A

11.1.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the percentages of the total Basic Compensation payable as listed on the Project Cost Model that is attached.

11.2 COMPENSATION FOR ADDITIONAL SERVICES

11.2.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as agreed by Owner and Consultant in writing.

11.2.2 FOR ADDITIONAL SERVICES OF THE CONSULTANT, as described in Article 3, other than (1) Additional Project Representation, as described in Paragraph 3.2 as part of Basic Services, but excluding services of Consultants, compensation shall be computed as agreed by Owner and Consultant, in writing.

11.2.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, compensation shall be computed at a multiple of 1.1 times the actual amounts billed to the Consultant for such services.

11.3 REIMBURSABLE EXPENSES

11.3.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2 as Reimbursable Expenses, a multiple of 1.1 times the expenses incurred by the Consultant, the Consultant's employees and Consultants in the interest of the Project.

11.4 ADDITIONAL PROVISIONS

11.4.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within sixty days of the final completion of construction of the Project, through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated. If in the event that the period of construction substantially exceeds the Consultant's estimated construction period the University will consider the Consultant's request for additional fees.

11.4.2 Payments are due and payable forty-five (45) days from the date of the Consultant's invoice.

ARTICLE 12
INDIANA UNIVERSITY
Office of Insurance and Claims Administration (ICA)
Minimum Insurance Requirements for Professional Design Contracts

https://inlocc.iu.edu/policies/insurance-requirements.html

Depending on the insurance company, their forms may or may not be ISO standard forms. We rely on the agent to provide proof that our requirements are met. **Work cannot begin until our requirements are met.**

It is *very* helpful if the agent includes their telephone number and email address on the certificate.

Note: Where a dollar amount is specified below, each entry should be read as prefaced by "at least."

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

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

Requirements Document

Obligations of Contractors and Consultants

emphasis added

Contractors and Construction Professional Design Consultants (whether corporation, sole proprietorship or partnership) shall procure and maintain during the term of the contract continuing through the warranty period (usually five years), 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 five years after the project is accepted by Owner.

CERTIFICATE HOLDER:
The Trustees of Indiana University
2901 E. Discovery Parkway
Bloomington, In. 47408

Insurance Requirements

1. General Liability
    - 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 Insurance
    - 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. *(This applies to all coverages.)*

Insurance Policy Endorsements

All insurance policies must provide the following endorsements to the policy and must be noted on the certificate(s):

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 *except* certificates being sent for the Consultants Master Agreement.

3. Waiver of Subrogation on General Liability, Automobile Liability, and Employer's Liability/Workers' Compensation Policies in favor of the Owner.
4. The general and auto liability (and excess/umbrella, if used) 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 an endorsement requiring (30) days written notice by the insurer to the Indiana University Office of Insurance, Loss Control & Claims before cancellation, reduction or other modifications of coverage for any reason, *whenever possible*.

Certificate Details

Description of Operations

The DOO must include the project name and project number (or purchase order number, whichever is applicable) to which this coverage applies.
If the certificate is for the Consultants Master Agreement then, instead of a project name and number, state "for Master Agreement."

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."

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.

Questions may be addressed to Kutina England or Tom Murphy via email to ica@iu.edu.

THIS AGREEMENT entered into as of the day and year first written above.

OWNER	CONSULTANT
_____	_____
(Signature)	(Signature)
Donald S. Lukes	_____
University Treasurer	(Printed name and title)
Bryan Hall, Room 212 107 S. Indiana Avenue Bloomington IN 47405	Firm Address City, State, Zip

CONSULTANT ASBESTOS CERTIFICATION

TO: INDIANA UNIVERSITY

The Consultant certifies that:

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

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

IU Project Name and Number	
Consultant Firm	

Consultant Name:_____

Consultant Signature:_____

Date:_____

Terms and Conditions
between
The Trustees of Indiana University
and
XXX

This Agreement for Contract Services is entered into by and between The Trustees of Indiana University ("University") and **XXX** ("Supplier") (collectively, the "Parties"). For and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Scope of Agreement**
This Agreement is entered into by and the Parties to provide an understanding whereby the Supplier shall be recognized as a Supplier for contracted goods and services provided by Supplier and defined by quotes and proposals issued by the Supplier to the University. All Quotes and Proposals will contain the scope of work, pricing and if possible, reference this contract number as the Terms and Conditions associated with that quote or proposal. If the Agreement is not expressly referenced in the Purchase Order, the Terms and Conditions of this Agreement are incorporated by reference into every Purchase Order and made a part hereof as if fully set forth therein, whether or not this Agreement is expressly referred to therein. The terms of this agreement supersede all previous terms, conditions or agreements.

2. **Term**
This Agreement shall be effective **xxx, 2026 – December 31, 2030**. This Agreement may be extended if mutually agreed upon in writing by both parties.

3. **Limitation on Expenditure**
A discrete Purchase Order issued for goods or services quoted or proposed, the Supplier will be paid up to the amount established on the Purchase Order. Specific items or services shall be described according to each Purchase Order Release.

4. **Pricing**
   a. Pricing: Pricing for the scope of work defined herein, and any future Scopes of Work provided by the Supplier shall be governed by this agreement and pricing denoted on the quote provided for that scope of work.
   b. Pricing for materials, equipment or services will be determined by the individual quotes prepared at the time of the project request during the term of the Agreement on the items described in each quote.
   c. No price changes will be accepted. Requests for any price change from quoted amount are required to be submitted in writing and approved by IU prior to the execution of work.

5. **Entire Agreement**
This Agreement contains all the agreements and the complete understanding between the parties with respect to the subject matter hereof. No Agreement or other Understanding in any way modifying these terms herein will be binding unless made in writing as a modification or amendment to this Agreement and executed by both parties. The failure of the University to insist on strict performance shall not constitute a waiver of the provisions of this Agreement or a waiver of any other default by the Supplier.

6. **Assignment**
No party may assign any of its rights under this Agreement, except with the prior written consent of the other party. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is a material breach.

7. **Subcontractors**
Supplier shall not utilize any subcontractors in performing any obligations hereunder without University's prior express written consent. If University does consent to a subcontractor, Supplier shall at all times remain liable for the actions and omissions of such subcontractor under this Agreement.

8. **Sequential Liability**
The University shall not be obligated to pay Supplier any sum more than the total authorized purchase order amount and Supplier shall not be obligated to continue performance or to incur costs in excess of the stated sum unless funding is increased through written supplement to the Purchase Order. Material shipped or services completed by Supplier that are not captured on the purchase order sent to the Supplier, shall not obligate University to pay for that material or service.

9. **Non-Exclusive**
University may contract separately with other Agencies and will use the company deemed by University to be in its best interest, depending on the department or campus needing services.

10. **Compliance with University Policies**
While on the premises of the University, Supplier must comply with all University policies regarding conduct and academic ethics, including but not limited to non-discrimination, sexual misconduct, smoking, possession of weapons, illegally possessed controlled substances, obligations to make notification of suspected child abuse or neglect, and, depending on the nature of the engagement, to conduct criminal background checks on employees. Policies are located at: https://policies.iu.edu/. Supplier hereby agrees to follow all Indiana University requirements provided in Indiana University's most current Public Safety Advisories or Public Health and Safety Guidance related to any infectious disease outbreak.

11. **Independent Supplier Relationship**
In all matters relating to the Agreement, Supplier shall be acting as an independent supplier. The employees of the Supplier and its subcontractors are not employees of the University under the meaning of applications of any federal or state unemployment insurance laws, or other social security law or any worker's compensation law, industrial law, or otherwise.

12. **Termination Without Cause**
This Agreement may be terminated by University, without cause, by giving the other party a thirty (30) day notice. Notice of termination will follow the process defined in the "Notices" section of this Agreement to the signatories listed in "Notices" Section of this Agreement. Upon termination, all outstanding payments due to Supplier shall be paid Net 30 days post receipt of a detailed final invoice from Supplier by the Accounts Payable Department listed in "Invoices" Section of this Agreement.

13. **Termination for Cause**
Should either party breach any material terms or provisions of this Agreement, the non-breaching party shall promptly serve the breaching party with written notice setting forth the alleged breach. Unless the breaching party, within ten (10) working days of the receipt of the notice, has corrected or has taken reasonable steps toward correcting the alleged breach, the non-breaching party may terminate the Agreement by giving thirty (30) days written notice to the breaching party of its intention to terminate this Agreement. Process to be executed per the "Notices" section of this agreement.

The University may cancel this Agreement for breach, as determined by the University, of any material terms or provisions, including but not limited to insufficient insurance coverage or service unsatisfactory to the University. This may also include any cessation or diminution of service including but not limited to failure to maintain adequate personnel whether arising from labor disputes, or otherwise, any substantial change in ownership or proprietorship of the Carrier which, in the opinion of the University, is not in its best interest
Process to be executed per the "Notices" section of this agreement.

14. **Applicable Law / Governing Law**

This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the Parties: Agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Monroe County, Indiana, or in federal court of competent jurisdiction in the Southern District of Indiana. Consent to the personal jurisdiction of such courts; and Waive any defense of forum non conveniens.

15. **Laws and Ordinances**
At Supplier's own cost and expense, Supplier shall comply with all laws, ordinances, rules and regulations of the federal, state and local authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses and consents as may be necessary in connection therewith. Contractor represents and warrants that all personnel assigned to perform services under this Agreement are legally authorized to work in the United States. Contractor further warrants that it has properly completed Form I-9 for all such personnel and will maintain compliance with all federal and state immigration laws throughout the term of this Agreement.

16. **Collusion**
Supplier affirms that this Agreement was not the result of collusion with any employee or agent of the University. Supplier agrees that no right or duty may be delegated or assigned to another party without University's prior approval. If Supplier provides University with any sort of recommendation regarding the purchase or use of a third-party product or service, Supplier shall disclose to University, before or at the time of making such recommendation, if Supplier has any sort of personal or financial interest in the third-party Supplier offering the product or service or receives any sort of compensation or incentive for providing such recommendation.

17. **Counterparts**
This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

18. **Flow Down Provisions for Federally Funded Grants**
Supplier agrees to abide by federal contract requirements as appropriate for federally funded projects. Refer to this page for terms and conditions that are incorporated into this agreement by reference: Flowdown Provisions: Resources & Guides

19. **Severability**
If any provision of the Agreement or its application to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of its provisions to other parties or circumstances shall not be affected and shall be enforced to the extent permitted by law.

20. **Confidentiality**
Indiana University 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 identified as "Proprietary Information" under this Article 6 of this Agreement, or of the Agreement itself, may be compelled pursuant to that law. This term shall supersede any other conditions or terms of confidentiality.

21. **Indemnification**
Supplier, including its officers, directors, agents, employees, and affiliates shall defend, indemnify and save harmless The Trustees of Indiana University, its officers, agents and employees and any other person for whom University may be legally liable ("Indemnified Parties"), against damages, losses, and expenses occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with any legal agreement/contract arising from the provider's services, except for matters caused solely by each Party's negligence. Provided, however, that the University's obligations hereunder shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant, and other similar such provisions), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant in Indiana and all appropriate defenses had been raised by the University.

22. **Endorsement**
Unless specifically authorized in writing by the University Sponsorship and Marketing Department on a case-by-case basis, Supplier shall have no right to use, and shall not use, the name of Indiana University, its officials or employees, or the seal or marks of the University in advertising,

publicity, or promotion; nor to express or imply any endorsement of Supplier's supplies or services. Indiana University may be listed as a client of Supplier for the term of the Agreement.

23. Force Majeure / Excused Performance

If, because of any "Act of God", riots, epidemics, strikes, any act or order of public authority, any other cause similar or dissimilar beyond the control of Parties, the business operations of the Parties are interrupted or stopped, the performance of the Agreement, with the exception of money already due and owing at that time, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the Agreement may be extended, by mutual written consent, for a period equal to the time that performance is excused.

24. Supplier Code of Conduct

University is committed to conducting its business in an ethical, legal, and socially responsible manner. The University expects its suppliers to make this commitment and, therefore, has established this Supplier Code of Conduct. By signing this document the Supplier hereby acknowledges that they have read and comply with University Supplier Code of Conduct that can be found at https://procurement.iu.edu/sdm/supplier-code-of-conduct.html

25. Dispute Resolution

Any dispute arising out of this Agreement, the parties shall make efforts to negotiate a settlement. If no resolution can be reached within thirty (30) days, then either party may request to elevate to arbitration in accordance with the rules of the American Arbitration Association. Costs of the arbitrator will be shared equally by the parties. Parties will select an arbitrator within thirty (30) days after elevation. Arbitration must be resolved in sixty (60) days. No punitive or exemplary damages will be allowed. The judgment of the arbitrator will be final and binding on each party.

26. Notices

Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is considered in writing: Email with acknowledged delivery, personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid) or nationally recognized overnight courier, (with all fees prepaid)..

Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed on the signature page of this Agreement or to another Addressee or another address as designated by a party in a Notice pursuant to this Section.

Except as provided elsewhere in this Agreement, a Notice is effective only if the party giving the Notice has complied with terms of this Agreement and if the Addressee has received the Notice.

All notifications shall be sent to the following representatives:

To University:

James Duke
AD Capital Procurement
2901 East Discovery Parkway
Bloomington, IN 47408
dukeja@iu.edu 812-344-8821

To Supplier:

Name
Title
Address
City, State, Zip
e-mail phone

The Parties have caused this Agreement to be executed by their duly authorized representatives.

University		**Supplier**	
Signature:		**Signature:**	
Printed Name:	**James Duke**	**Printed Name:**	
Title:	**AD**	**Title:**	
e-Mail:	**dukeja@iu.edu**	**e-Mail:**	
Phone:	**812-344-8821**	**Phone:**	
Date:		**Date:**	