

University of Wisconsin System Administration (UWSA) is seeking qualified firms for its On-Call professional services program within the UW-Managed program. Qualified firms who are interested in providing Architectural, Engineering, Planning, or related consultant (AEP) Services are invited to respond to this Request for Qualifications (RFQ) by submitting a Statement of Qualifications (SOQ) for an AEP On-Call Master Service agreement.

SOQs are due before 2pm, August 2, 2023. The UWSA anticipates awarding the project to the selected firms by the end of August.

UWSA's On-Call program started with just a few architectural firms in 2017. Since that first round of On-Call firms, UWSA has grown the consultant pool to include engineering, hazardous waste abatement consulting, Environmental Impact Assessment assistance, and commissioning. UWSA is seeking capital improvement consultants that support the significant variety of buildings and grounds within UWSA's and all UW-Institutions (collectively "UW"), from highly sophisticated laboratories, to classrooms, to athletics, to campus master plans, and everything in between. The UW-Managed program has continued to expand across the state, and especially in this third round of On-Call firm, UWSA is seeking local firms who have supported the 13 UW Institutions throughout the state. UWSA places value on a diverse pool of firms in its On-Call program.

UWSA is requesting interested and qualified firms to submit a Statement of Qualifications (SOQ) in response to this RFQ in the form of the Federal SF330 form. A Master Service agreement will be signed with the selected firms from the template attached to this SOQ. The agreement will be for 3 years and a value up to \$2 million for services provided. Selection is expected in August. UWSA expects to sign the Master Services agreement with each of the firms in September at which point project services could be requested of the Firm.

Because it has been proven the on-call service method saves valuable time on project delivery to UW, we are expanding our pool of on-call firms with this RFQ. While the exact number of firms to be selected will be partially driven by the quality and quantity of firms to submit, UW expects to select 15-20 firms.

A. UWSA On-Call Description

The UWSA On-Call program is a subset of the UW-Managed program. The UW-Managed program was established by the authority granted in statute 16.855(12m) to the UW Board of Regents. The UW-Managed program continues to grow as illustrated by the planned 28 bid openings in 2023 -- equal to all bid openings in the past 3 years. Facilitating this growth in the program is the On-Call program.

On behalf of the Board of Regents for the University of Wisconsin, UWSA will hold all the contracts (Master Service agreements and Service Orders) for the On-Call program. All projects will be executed under the Board of Regents authority and could occur at any of the institutions within UW System. While the base contract will be for 3 years and a limit of \$2 million of services, UWSA will have the option to extend the contract a year and \$1M based upon the needs of UWSA. Note, there is no guarantee that projects will be assigned to any of the selected AEP firms. UWSA has the goal of rotating work amongst qualified AEP firms, however the individual project's requirements will supersede any rotating of work between firms. UWSA will continue to offer projects for monthly selection outside of this on-call program; typically, a project in the monthly selection has a value beyond the Master Agreement or the project seeks specific expertise not available within the on-call firms.

The AEP will be required to submit a written proposal for each awarded project. The proposal will include a description of the services to be provided including meetings, as appropriate construction-related activities, proposed project delivery schedule, sub-consultants and any other related matters to the project.

The AEP is required to maintain professional liability insurance for the duration of this consultant services

contract that meets, or exceeds, the contract requirements.

The AEP will need to follow the processes of the Board of Regents of the University of Wisconsin, UWSA, and the institution where the project is offered. The contract will be a modified AIA B121 and related documents. While the B121 is attached to this RFQ, the related documents can be found at the UWSA procurement website: <https://www.wisconsin.edu/procurement/construction/>.

UWSA intends to create a pool of firms in this selection, so there is at least one firm, and ideally multiple firms in each of the following expertise areas. Selected Firms will have in-house expertise in one or more of these areas:

1. Architectural design firms:
 2. Generalist,
 3. Laboratory design,
 4. Instructional design,
 5. Athletic facilities design,
 6. Historic preservation,
7. Mechanical, Electrical, and Plumbing Engineering firms,
8. Landscape architecture, civil engineering,
 9. Generalist,
 10. Athletic fields design,
11. Hazardous materials design and consulting,
12. Commissioning, and
13. Environmental Impact Assessments.

All interested firms submitting an SOQ shall indicate which areas of expertise they would like to be considered. It is recognized and expected that any given project will require subconsultants to the On-Call firm.

Most projects within the On-Call program are full “Design & Construction” projects, however there are a variety of other projects including “Pre-Design Plans” and master campus plans. Pre-Design Plans are the efforts related to preparing UW and internal clients for a Design and Construction project.

Once under contract in a Master Services agreement, the following is the general process of selecting an on-call firm for a particular project through the signed Service Order (contract for a particular project) and the Firm’s work beginning.

- a. The project’s need and funding arise at a UW institution.
- b. From the pool of firms, UW identifies the desired firm for a project.
- c. Project is offered to the desired firm by UWSA.
- d. A kick-off conversation is held between the firm and UW (UWSA, the particular UW Institution, and typically the internal UW client) for the firm to gain an understanding of the requested scope of services and the content of the project.
- e. AE will draft proposal. Typically, the On-call firm will be the prime consultant to UW on the project and engage appropriate subconsultants to complete the desired scope of work.
- f. Upon an accepted proposal, UWSA will draft and offer a Service Order (based on the AIA G221) to the firm.
- g. Upon an executed Service Order, work will begin on that project.

B. Scope of Services on Individual Projects

The scope of services will vary based on the needs of the individual projects. Many of the projects will be “design and construction” projects where the selected firm will work as UW’s prime consultant. UW anticipates needing to engage some firms for projects that are simply consultant, and “Pre-Design Plans”. Pre-Design Plans

will be the early work that occurs before a project moves into the normal AIA phase of Schematic Design. Similarly, there might be more discrete questions and investigations UW may engage a firm on.

For the traditional design and construction projects, the UW base scope of services aligns with the AIA (American Institute of Architect) Basic Services. The following is a summary of services as detailed in the B221 as modified by UWSA:

Basic Services (for Design and Construction projects) summarized from the contract:

1. Schematic Design
 - a. Review and evaluate Owner's program, schedule, budget (Cost of the Work), Project site, and Initial Information
 - b. Preliminary design options illustrating scale and relationship of Project components.
 - c. Schematic Design Documents (site plan, building plans, sections and elevations. May include study model, perspective sketches, and/or digital representations. Including preliminary major building systems and construction materials).
 - d. At the end of the phase, publish design materials (description of project, drawings, estimate of Cost of the Work and Project Budget, and schedule).
2. Design Development
 - a. Design Development Documents (e.g. plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements and systems)
 - b. Assist with internal UW reviews (facilities reviews, user group reviews, etc.), as appropriate.
 - c. Update estimate of Cost of the Work, Project Budget, and schedule.
3. Construction Documents
 - a. Development of Construction Documents (which include Drawings and Specifications) for the construction of the Work, incorporating requirements from governmental authorities, for use in approved bidding process.
 - b. 90% progress set to Owner.
 - c. 3rd party drawing set review as a reimbursable, as appropriate.
 - d. Update estimate of Cost of the Work, Project Budget, and schedule.
 - e. 100% set for bidding.
4. Procurement
 - a. Support Owner's bidding process, typically Single Prime; including, but not limited to preparing the posting documents, preparing and issuing addendum, and attending all walk-thru's.
5. Construction Administration
 - a. Perform Construction Administrative services as described in the contract (Certificate for Payments, Submittals, shop drawing reviews, RFI's, CBs, CCDs, COs, etc.).
 - b. Visit the site and determine if Work observed conforms to Contract Documents.
 - c. Standard AIA defined work, but potentially different than other state of Wisconsin work:
 - i. Participate and lead Construction progress meetings
 - ii. Construction meeting minute documenter
 - d. Publish AIA contract documents (e.g., Change Orders with AIA's G701 and Construction Change Directives with AIA's G714)
 - e. Issue Certificate of Substantial Completion
 - f. Deliver design documents utilizing Building Information Modeling.

All final documentation must be provided electronically, in a means approved by UW in Adobe Acrobat PDF format and appropriate original format. All narrative text and cost estimate documentation shall also be provided in an unlocked, editable file format for future use and presentation outside of the final document. Text shall be provided in rich text format (*.RTF) or Microsoft Word XML document format (*.DOCX) and cost estimates provided in Microsoft Excel XML workbook format (*.XLSX). The content of the editable file

formats must match the content of the final document, but the organization, layout, and formatting needs only to be representative of the final content. All graphics, images, maps, plans, and renderings must be provided in electronic format separate from the master plan document in high-resolution 300 pixels per inch (ppi) raster format (*.PNG), suitable for poster size (minimum 24-inches by 36-inches) publication.

C. Qualification Requirements for the On-Call Selection

Interested firms ideally have higher education experience in the execution of similar projects to the one under consideration and have acted as the responsible, prime A/E from design through substantial completion on a variety of sized construction projects. Interested firms must hold respective architectural, engineering, or appropriate licenses in Wisconsin.

Consultants are to have specific expertise and experience in an institutional setting. Expected work includes site surveys, acquiring field data, and verifying as-built conditions to assure accurate development of design and bidding documents, and production of necessary design and bidding documents. Consultants should indicate specific projects from past experience (including size, cost, and completion date) in their Statement of Qualifications (SOQ). The consulting team will need to provide design and construction services along with construction document development, construction administration, and project closeout.

Well-qualified teams will have the following specific experience:

- Architecture/Interior Design
- Pre-Design Services
- MEP system assessment and design
- Environmental design and sustainability
- Historic Building Assessments
- Higher Education
- Experience working on State of Wisconsin projects or University of Wisconsin
- Experience working with individual UW-Institutions

The consultant team should strive to include at least 5% participation by minority-owned, women-owned, and/or disabled veteran-owned businesses (MBE, WBE, and DVB) as defined by Wisconsin Statute 16.18, and identified on the Wisconsin Supplier Diversity website: <http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program> or use the State of Wisconsin Department of Transportation list of DBE certified firms. <https://wisconsin.gov/Pages/doing-business/civil-rights/dbe/certified-firms.aspx>

UW will be evaluating firms from a variety of perspectives, to meet multiple requirements UW has for this On-call program. A growing need for the UW-Managed program is to provide Architectural/Engineering firms that are local to one of its many institutions. Thus, UW is specifically seeking firms throughout the state, who are in close proximity to one or more UW-institutions.

D. Selection Process

Using the criteria listed below the firm will be evaluated and selected for recommendation by the Selection Committee. If the Selection Committee determines more information is necessary, any or all of the following may be pursued: follow-up questions, A/E team interviews with all firms, or a short-listed subset of the submitting firms. At this time, interviews are not expected. The Selection Committee will make a recommendation of firms to be contracted with to UWSA's Office of Capital Planning and Budget leadership who will confirm the recommendations and make the offer of Master Service agreements.

In addition to thoughts expressed elsewhere in this document, the Selection Committee will use the following

criteria and factors to select firms:

- Demonstrate through project examples successfully completed higher ed projects
- Demonstrate success on UW Projects
- Demonstrated specialized skills that would be a value to UW projects
- Number of current staff that have completed projects for the UW and/or Higher Ed
- Demonstrate project delivery

All firms will be notified within one week of the selection of on-call firms.

E. Submitting Qualifications

Firms interested in being considered for the University's On-Call professional services program shall submit a SOQ to the Procurement Contact listed at the end of this RFQ. An electronic form of the SOQ must be received by email no later than the deadline of 2:00 PM on August 2, 2023. Nonconformance to any of the instructions in this RFQ may be grounds for elimination from consideration, at the sole discretion of the Selection Committee and UWSA.

The SOQ must follow the Federal form SF330 for organization and content. The SOQ is to be combined into one PDF file with a footer or header containing the project number (Y-23-001), the firm's name, and page number. Limit the total number of 8.5" x 11" pages submitted to thirty-five (35), using a font size 10-point or larger. If possible, please reduce/optimize the file size of the PDF. In no case are submittals to exceed UWSA's incoming email attachment limit of 20MB.

The first page shall clearly list the areas of expertise for which the AEP would like to be considered. The SOQ should detail specific project experience (including size, cost, and substantial completion date), should indicate likely key team members, and other information the AEP deems appropriate for the selection committee's evaluation.

Within the Federal SF330, a few details:

- a. Part I, Section E, please provide resumes for only the likely personnel to work on a UW project.
- b. Within the Federal SF330, Part I, section H, please answer the following questions for your SOQ to be fully considered. Please answer the following questions that are applicable for the services you want to provide.
 1. What has been your E&O change order percentage based on construction value?
 2. Although not a requirement, if you have worked on a UW Institution campus, please identify your most recent UW System project and when was that completed?
Please provide a list of your most specialized skills that you feel would be of value to the UW System?
 3. How will the firm fit a UW project into its workload?
 4. List your firm's typical sub-consultants including MEP, audio, digital, landscape, and civil.
 5. What is your approach to estimating? Is your estimating performed in house or do you use a consultant? If consultant, please identify.
 6. How do you approach programming/predesign services?
 7. What is your approach to Construction Administration services?
 8. What is your firm's approach to sustainable design?
 9. In section UWSA On-Call Description (page 2), we identified thirteen service areas. Please provide a list of these service areas your firm would like to be considered for and provide a short narrative describing your expertise in these areas?
 10. How does the firm bring a project to a successful close?
 11. Does your firm provide supplemental services such as programming, existing facilities surveys, site evaluation and planning, building information modeling, facility support services,

telecommunications/data design, security planning, commissioning, historic preservation, furniture furnishings, and equipment design?

12. The attached modified AIA contract will be used for this agreement. If the Firm desires any modifications to this version, please list requests here. UW does not make any representations that such requests will be able to be fulfilled. Requested changes will be negotiated before the award of the on-call agreement.
- c. The last page of the PDF must be “PART II – General Qualifications” from the federal Architect-Engineer Qualifications document 330.

Submit all questions regarding this RFQ via email to the Procurement Contact with the project name and number included in the subject line. Questions will be posted and answered on the UWSA web page at <www.wisconsin.edu/procurement/construction> on a regular basis until one week before the RFQ deadline. The name of the firm submitting a question will not be posted. Questions submitted within a week of the deadline may not be answered.

Procurement Contact:

Mike Morris
Interim Purchasing Services Delivery Manager
UWSA–Office of Procurement
660 W. Washington Avenue, Suite 201
Madison, WI 53703
(608) 262-1796
mike.morris@uwss.wisconsin.edu

Attachments: UWSA’s modified version of the AIA B121 dated 7/5/2023.

 AIA® Document B121™ – 2018**Standard Form of Master Agreement Between Owner and Architect for Services
provided under multiple Service Orders**

AGREEMENT made as of the 5th day of July in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

**Board of Regents of the University of Wisconsin
UW System Administration - CPB
780 Regent Street, Suite 239, Madison, WI 53715**

and the Architect:
(Name, legal status, address, and other information)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for three (3) years after the date first written above ("Date of this Master Agreement"), with a maximum of fees up to \$2,000,000 US dollars.

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. All Service Orders entered into pursuant to this Master Services Agreement shall be governed by the terms attached hereto Exhibit A. An agreed upon Service Order together with this Master Agreement form a Service Order. A Service Order represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Order may be amended or modified only by a Modification.

§ 1.3 Notwithstanding the term defined in Article 1.1, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Patrick Rebholz
Design and Construction Project Delivery Director
Capital Planning and Budget
780 Regent Street
Madison, WI 53715
608-720-2097
prebholz@uwsa.edu

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order. The Owner's Representative will not have authority to modify the cost, timing, or the Architect's scope of the work, unless the person is duly authorized by the Board of Regents of the University of Wisconsin System. Person(s) with signatory authority will be furnished upon request.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor or on behalf of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect, its officers, agents employees, consultants, sub consultants, and any persons or entities for whom the Architect is responsible shall provide all services pursuant to this Agreement in a manner consistent with a high standard of care provided by those who provide such services for projects of the type, scope and complexity of the Project (including its contracting mode). The Architect shall perform its services as expeditiously as is consistent with high quality professional skill and care and the orderly progress of the services provided pursuant to a Service Order. The architect of record shall be duly licensed in the State of Wisconsin.

§ 3.1.1 The Architect shall serve as the professional technical advisor and consultant to the Owner in matters arising out of or incidental to the performance of this Agreement and in that capacity, the Architect shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The parties agree that this Agreement is for the exclusive benefit and convenience of the Owner and the Architect. Nothing contained herein shall be construed as granting or conferring any right of action or any other right or benefit upon any other third-party. The Architect is not an agent of the State within the meaning of Wis. Stats. sec. 893.82 or 895.46.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Order.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement.

.1 General Liability

The Architect and its consultants retained under the terms of this Agreement shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance. Minimum coverage shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate. Such coverage shall be of the "occurrence" type form and shall include the employees of the Architect as insureds. Insurance shall be primary and noncontributory.

.2 Automobile Liability

The Architect and its consultants retained under terms of this Agreement shall procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles. Coverage shall be \$1,000,000 combined single limit. Insurance shall be primary and noncontributory.

.3 Workers' Compensation

The Architect shall procure and maintain during the life of this Agreement, and shall require all consultants, to maintain, Worker's Compensation Insurance as required by State of Wisconsin Statutes and any applicable Federal Act coverage such as the Longshoremen's and Harbor Workers Act, the Jones Act or the Admiralty Act for all employees engaged in Work associated with the Project under this Agreement. The Architect and its consultants shall maintain employer's liability insurance with a policy limit of not less than \$100,000/\$500,000/\$100,000 per occurrence. Insurance is to be Primary and non-contributory.

.4 Professional Liability

The Architect and its consultants retained under the terms of this Agreement, shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions, or negligent acts arising out of the performance of professional services required under this Agreement. Minimum coverage shall not be less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; however "unique" or "high risk" projects and/or those with architect and/or engineering Contract values over \$10,000,000 will require a minimum coverage of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Professional Services as defined in the insurance policy of the Architect, should include, and correspond with the services as provided by the Architect in this agreement. Professional liability insurance shall not have any exclusion for pollution and/or environmental liabilities.

Professional Liability Coverage shall be provided on a claims made basis, the insurance shall be effective as to this project prior to the Architect and its consultants commencing work and shall remain in force for three years after the project's completion.

Upon request by Owner, the Architect shall furnish the Owner with a Certificate of Insurance showing the type, amount, deductible, effective date, and date of expiration of such policy.

.5 Umbrella Liability

The Architect and its consultants retained under the terms of this Agreement shall procure and maintain an Umbrella Policy with a minimum limit of \$1,000,000. Insurance to be non-contributory.

(Paragraph deleted)

.6 Waiver of Subrogation Provision. All insurance required of the Architect and its consultants, including Professional Liability and Workers Compensation, shall contain a waiver of subrogation in favor of "Board of Regents of the University of Wisconsin System, its officers, employees, and agents."

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants except to the extent the Architect had actual knowledge of an error, omission or inconsistency in such services or information. Notwithstanding the forgoing, Owner does not and cannot represent or warrant that information provided to Owner, and subsequently to Architect, from third-parties is accurate and/or complete. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.6 The Architect and its consultants retained under the terms of this Agreement shall provide a Certificate of Insurance with the required coverages and limits of insurance as specified in 2.5 above. Insurance must be issued by

an insurance company with a minimum A.M. BEST Rating of A,X or better, is authorized to do business in the State of Wisconsin, and is signed by an authorized agent. Insurance covered by this Certificate shall not be cancelled, non-renewed by endorsement by the insurance company except after 60 calendar days written notice has been received by the Owner.

§ 3.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability, Employer's Liability, and Automobile Liability to include the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 3.8 The Architect shall provide certificates of insurance to the Owner as evidence of compliance with the requirements in this Section 3.3.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Order. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the unforeseen enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner, with the Architect's assistance, shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner may furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner may furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by

the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Order.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Order, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 OWNERSHIP OF DOCUMENTS

§ 6.1 All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the Architect or any consultant pursuant to this Agreement shall become the property of Owner on completion or upon termination of the Agreement, and shall be delivered to Owner upon request.

§ 6.2 Owner will not unilaterally construct additional, identical building(s) based on the architectural/engineering work of this Agreement without written agreement by the Architect. Documents prepared under this Agreement may be issued by Owner for informational purposes without additional compensation to the Architect.

§ 6.3 Specifications and isolated, detail drawings inherent to the architectural/engineering design of the Project, whether provided by Owner or generated by the Architect, shall be available to either party and each party shall have the right to use this work product for other purposes. To the extent permitted by law, each party agrees to be responsible for any liability incurred by their use of this work product for other purposes.

(Paragraph deleted)

§ 6.4 Intentionally deleted.

§ 6.5 Except as otherwise stated in Article 6, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with Wisconsin Law.

§ 7.1.2 To the extent permitted by law and/or Owner's regulations and/or policies, and to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

(Paragraphs deleted)

§ 7.2 Claims

Architect and Owner will strive to resolve claims. Issues not settled are to be presented in writing to the Owner for review and resolution. If the Architect's claim is rejected by the Owner, the Architect shall, as a condition precedent to filing suit against the Owner (a State of Wisconsin Agency), comply with the two-step claims resolution procedure set forth in Wis. Stats. sec. 775.01. Work shall progress during the period of any dispute or claim, unless otherwise notified by the Owner. Unless specifically agreed between the parties, the venue will be in Dane County, Wisconsin.

§ 7.3 **Special Notice.** In accordance with section 19.45(6) and, if applicable, Wis. Admin. Code ch. UWS 8, no state public official, member of a state public official's immediate family, nor any organization with which the state public official or a member of the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than

\$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the state in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of Wis. Stat. § 946.13.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE ORDERS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Architect's option, cause for suspension of performance of services under the Service Order for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Order have been suspended by the Owner, the Architect shall be compensated for services properly performed prior to notice of such suspension. When the services under the Service Order are resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Order for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Order by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Order upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 8.4 shall not be deemed a termination of other Service Orders under this Master Agreement.

§ 8.5 The Owner may terminate a Service Order, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Order not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination when agreed to by Owner. This includes the costs attributable to the Architect's termination of consultant and sub consultant agreements already in place prior to the termination notice. All such costs are limited to accepted industry standards, and in no event may such costs include consequential damages.

§ 8.7
(Paragraphs deleted)
Intentionally deleted.

§ 8.8 Except as otherwise expressly provided herein, a Service Order shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Order are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants and sub consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' and sub consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly billing rates to be attached with each Service Order and Proposal
(Table deleted)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

not applicable.

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants and sub consultants directly related to a Service Order, as follows. All reimbursables must be authorized in advance by the Owner. The Architect will provide an estimate of all known reimbursables in their proposal. Examples of Reimbursable Expenses are:

- .1 Authorized out-of-town travel and subsistence, for meetings, tours and presentations not included in the Architect's Basic Services. These are not to exceed the prevailing State of Wisconsin reimbursable rates;
- .2 Specialized project web sites, and project based software specifically needed for this project and previously authorized by the Owner;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project, including reproduction and delivery costs required for such approval;
- .4 Intentionally deleted;
- .5 Intentionally deleted;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Intentionally deleted;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's and sub consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants and sub consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Order;
- .9 All taxes levied on professional services;
- .10 Intentionally deleted;
- .11 Geotechnical Engineering Services; and
- .12 Topographical surveys.

§ 9.4.2 Travel to and from project meetings and the site, and reasonably anticipated project reimbursables shall be considered Basic Services, and are not considered Reimbursable Expenses. All other expenses, not listed in 9.4.1, shall be considered a Basic Service.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Order.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid after the invoice date shall bear interest
(Paragraphs deleted)
per state statute.

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any

event, the Owner shall not withhold payments to the Architect pertaining to a Service Order to offset amounts in dispute under a separate Service Order.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Order shall be governed by the laws of Wisconsin.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Order. Neither the Owner nor the Architect shall assign a Service Order without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

§ 10.5 Unless otherwise required in a Service Order, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 Upon Owner's written permission, the Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the completion of this Agreement. In the event the Owner terminates this Agreement, at the Owner's discretion, the Owner will decide rights to professional credit, and authorization to use the Project in promotional and professional materials by the Architect.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required under the Wisconsin Public Records Law, Wisconsin Statute § 19.31. The Party receiving such information may also disclose it to its employees, consultants, sub consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, sub consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 10.9.1 **NONDISCRIMINATION IN EMPLOYMENT** In connection with the performance of work under this Agreement, the Architect agrees not to discriminate against any employee or applicant for employment because of age, race,

religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statute § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Architect further agrees to take affirmative action to provide equal employment opportunities.

If the Architect's firm has assigned more than 50 employees to this project and not submitted this information to the Board of Regents of the University of Wisconsin in the last three years, the Architect must submit a written **Affirmative Action Plan** acceptable under Wisconsin Statutes and Administrative Code to Owner for approval within 15 working days after this Agreement is awarded.

Technical assistance regarding the plan is available from the University of Wisconsin System Administration. The Architect agrees to post in conspicuous places, available for employees and applicants for employment, the **Wisconsin Contract Compliance Law** notice to be provided by Owner that sets forth the provisions of the State of Wisconsin nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Architect being declared "ineligible," termination of the Agreement, or withholding of payment.

§ 10.9.1 If the total cost of this project is greater than \$5,000,000 the Architect is only authorized to proceed up to, but not beyond, 25% of the design being completed for the Project. The project total cost and design percentage subject to change if the University of Wisconsin's Board of Regents' policy changes on this matter. The fee schedule contained within the Architect's proposal shall be written to reflect this required authorization to proceed. Absence of this stage in the schedule does not remove the Architect requirements in this section. The Architect will not proceed with design work until such time as the University of Wisconsin's Board of Regents approves the project and/or the Architect is directed to complete design and construction drawings in writing by the Owner. At the sole discretion of the Owner, the Project may be cancelled and Agreement terminated under terms of this Agreement if the Board of Regents does not approve the project.

(Paragraphs deleted)

ARTICLE 11 PERFORMANCE EVALUATION

§ 11.1 The Architect acknowledges that the Owner will evaluate the Architect's performance under and pursuant to this Agreement. The purpose of such evaluations includes, but is not limited to, determining whether or not the Architect responsibly performed contractual obligations and whether or not the best interests of the Owner were promoted thereby.

§ 11.2 The Owner will provide a copy of any such performance evaluations to the Architect upon request, as soon as practicable after completion of such evaluation. Any of the Architect's consultants and sub consultants may also receive a summary of their evaluations.

§ 11.3 The Architect or its consultants and sub consultants may appeal results of their performance evaluations within 30 days of scoring by submitting a written request for review with the Owner to attempt to reach mutual understanding. Any such request must include the reasons for such request, and documentation necessary to substantiate their claims that initial performance evaluations were inappropriate or otherwise in error. Concerns not settled are to be presented in writing to the Owner for review, who will notify the appellant(s) of the results of review as soon as practicable.

§ 11.4 The Owner reserves the right to waive the results of such performance evaluations if, in the opinion of Owner, corrective action has been taken to remediate substandard performance, events beyond the control of the Architect or its consultant(s) and sub consultants resulted in substandard performance, or the best interests of Owner will be served.

§ 11.5 The Architect and its consultant(s) and sub consultants acknowledge and agree that such evaluations may be used by Owner when selecting Architects or approving consultant(s) and sub consultants for future project(s); provided, however, any such evaluations made more than 5 years prior to consideration for selection or approval will not be considered.

§ 11.6 All parties to this Agreement agree to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt

Practices Act (FCPA) of the United States, the Canadian Corruption of Foreign Public Officials Act (CFPOA) and the Anti-Trafficking provisions of the Federal Acquisition Regulations.

§ 11.7 All parties to this Agreement shall comply with their own Code of Conduct (Policy), and Owner has access to utilize the "Hotline" outlined in the Policy to report to Architect any suspected violation of law or Policy during the course of its services, including any potential violation of the Foreign Corrupt Practices Act, or any federal or state procurement laws.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below. To the extent any terms or conditions within any of the below documents conflict with each other, the more stringent or better quality requirement, in the Owner's sole discretion, shall be controlling.

- .1 Service Order, including exhibit(s) thereto, for a given Project
- .2 This AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Owner's current version, at time of bidding a particular Service Order project, of the AIA Document A201 2017, General Conditions of the Contract for Construction, including Exhibit A

This Master Agreement entered into as of the day and year first written above. The persons signing below represent they have been duly authorized by their respective organizations to sign on behalf of their organization for this Agreement.

OWNER (Signature)

Alexandria Roe

(Printed name)

Senior Associate Vice President for Capital Planning
& Budget, UWSA

(Title)

(Date)

ARCHITECT (Signature)

(Printed name)

(Title, and license number, if applicable)

(Date)

Additions and Deletions Report for AIA® Document B121™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:11:34 CT on 07/03/2023.

PAGE 1

AGREEMENT made as of the 5th day of July in the year 2023

...

Board of Regents of the University of Wisconsin
UW System Administration - CPB
780 Regent Street, Suite 239, Madison, WI 53715

PAGE 2

6 **COPYRIGHTS AND LICENSES**~~OWNERSHIP OF DOCUMENTS~~

...

8 **TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS**~~ORDERS~~

...

§ 1.1 This Master Agreement shall be effective for ~~one year~~ three (3) years after the date first written above ("Date of this Master Agreement"). ~~Agreement~~), with a maximum of fees up to \$2,000,000 US dollars.

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. ~~In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order.~~ All Service Orders entered into pursuant to this Master Services Agreement shall be governed by the terms attached hereto Exhibit A. An agreed upon Service Order together with this Master Agreement form a Service Agreement. ~~Order.~~ A Service Agreement ~~Order~~ represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement ~~Order~~ may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will ~~renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date.~~ In the event either party elects not to renew this Master Agreement, Notwithstanding the term defined in Article 1.1, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

...

Patrick Rebholz
Design and Construction Project Delivery Director
Capital Planning and Budget
780 Regent Street
Madison, WI 53715

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order. The Owner's Representative will not have authority to modify the cost, timing, or the Architect's scope of the work, unless the person is duly authorized by the Board of Regents of the University of Wisconsin System. Person(s) with signatory authority will be furnished upon request.

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§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor or on behalf of, a third party against either the Owner or Architect.

...

§ 3.1 ~~The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.~~ its officers, agents employees, consultants, sub consultants, and any persons or entities for whom the Architect is responsible shall provide all services pursuant to this Agreement in a manner consistent with a high standard of care provided by those who provide such services for projects of the type, scope and complexity of the Project (including its contracting mode). The Architect shall perform its services as expeditiously as is consistent with ~~such high quality professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement-Order.~~ such high quality professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement-Order. The architect of record shall be duly licensed in the State of Wisconsin.

§ 3.1.1 The Architect shall serve as the professional technical advisor and consultant to the Owner in matters arising out of or incidental to the performance of this Agreement and in that capacity, the Architect shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The parties agree that this Agreement is for the exclusive benefit and convenience of the Owner and the Architect. Nothing contained herein shall be construed as granting or conferring any right of action or any other right or benefit upon any other third-party. The Architect is not an agent of the State within the meaning of Wis. Stats. sec. 893.82 or 895.46.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service ~~Agreement-Order.~~

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.~~

.1 General Liability

The Architect and its consultants retained under the terms of this Agreement shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance. Minimum coverage shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate. Such coverage shall be of the "occurrence" type form and shall include the employees of the Architect as insureds. Insurance shall be primary and noncontributory.

.2 Automobile Liability

The Architect and its consultants retained under terms of this Agreement shall procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles. Coverage shall be \$1,000,000 combined single limit. Insurance shall be primary and noncontributory.

.3 Workers' Compensation

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)The Architect shall procure and maintain during the life of this Agreement, and shall require all consultants, to maintain, Worker's Compensation Insurance as required by State of

Wisconsin Statutes and any applicable Federal Act coverage such as the Longshoremen's and Harbor Workers Act, the Jones Act or the Admiralty Act for all employees engaged in Work associated with the Project under this Agreement. The Architect and its consultants shall maintain employer's liability insurance with a policy limit of not less than \$100,000/\$500,000/\$100,000 per occurrence. Insurance is to be Primary and non-contributory.

~~.1~~ General ~~.4~~ Professional Liability

The Architect and its consultants retained under the terms of this Agreement, shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions, or negligent acts arising out of the performance of professional services required under this Agreement. Minimum coverage shall not be less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; however "unique" or "high risk" projects and/or those with architect and/or engineering Contract values over \$10,000,000 will require a minimum coverage of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Professional Services as defined in the insurance policy of the Architect, should include, and correspond with the services as provided by the Architect in this agreement. Professional liability insurance shall not have any exclusion for pollution and/or environmental liabilities.

~~.2~~ Automobile Liability Professional Liability Coverage shall be provided on a claims made basis, the insurance shall be effective as to this project prior to the Architect and its consultants commencing work and shall remain in force for three years after the project's completion. Upon request by Owner, the Architect shall furnish the Owner with a Certificate of Insurance showing the type, amount, deductible, effective date, and date of expiration of such policy.

~~.5~~ Umbrella Liability

~~.3~~ Workers' Compensation

The Architect and its consultants retained under the terms of this Agreement shall procure and maintain an Umbrella Policy with a minimum limit of \$1,000,000. Insurance to be non-contributory.

~~.4~~ Professional Liability

~~.6~~ Waiver of Subrogation Provision. All insurance required of the Architect and its consultants, including Professional Liability and Workers Compensation, shall contain a waiver of subrogation in favor of "Board of Regents of the University of Wisconsin System, its officers, employees, and agents."

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to ~~rely on the accuracy and completeness of the~~ reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's ~~consultants~~ consultants except to the extent the Architect had actual knowledge of an error, omission or inconsistency in such services or information. Notwithstanding the forgoing, Owner does not and cannot represent or warrant that information provided to Owner, and subsequently to Architect, from third-parties is accurate and/or complete. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.6 The Architect and its consultants retained under the terms of this Agreement shall provide a Certificate of Insurance with the required coverages and limits of insurance as specified in 2.5 above. Insurance must be issued by an insurance company with a minimum A.M. BEST Rating of A,X or better, is authorized to do business in the State of Wisconsin, and is signed by an authorized agent. Insurance covered by this Certificate shall not be cancelled, non-renewed by endorsement by the insurance company except after 60 calendar days written notice has been received by the Owner.

§ 3.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability, Employer's Liability, and Automobile Liability to include the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as

additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 3.8 The Architect shall provide certificates of insurance to the Owner as evidence of compliance with the requirements in this Section 3.3.

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement-Order. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4-Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3.

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- .2 Services necessitated by the unforeseen enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

...

§ 5.3 The Owner-Owner, with the Architect's assistance, shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall-may furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall-may furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement-Order.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement-Order, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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ARTICLE 6 — COPYRIGHTS AND LICENSES

ARTICLE 6 OWNERSHIP OF DOCUMENTS

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the Architect or any consultant pursuant to this Agreement shall become the property of Owner on completion or upon termination of the Agreement, and shall be delivered to Owner upon request.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Owner will not unilaterally construct additional, identical building(s) based on the architectural/engineering work of this Agreement without written agreement by the Architect. Documents prepared under this Agreement may be issued by Owner for informational purposes without additional compensation to the Architect.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to

authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate. Specifications and isolated, detail drawings inherent to the architectural/engineering design of the Project, whether provided by Owner or generated by the Architect, shall be available to either party and each party shall have the right to use this work product for other purposes. To the extent permitted by law, each party agrees to be responsible for any liability incurred by their use of this work product for other purposes.

~~§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.~~

~~§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~Intentionally deleted.

~~§ 6.5 Except as otherwise stated in Section 6.3, Article 6, the provisions of this Article 6 shall survive the termination of this Master Agreement.~~

...

~~§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and action, whether in contract, tort, or otherwise, against the other arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.~~this Agreement in accordance with Wisconsin Law.

~~§ 7.1.2 To the extent permitted by law and/or Owner's regulations and/or policies, and to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™ 2017, General Conditions of the Contract for Construction.~~insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

~~§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.~~

§ 7.2 Mediation

~~§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 7.3 of this Master Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other

arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 — TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 7.2 Claims

Architect and Owner will strive to resolve claims. Issues not settled are to be presented in writing to the Owner for review and resolution. If the Architect's claim is rejected by the Owner, the Architect shall, as a condition precedent to filing suit against the Owner (a State of Wisconsin Agency), comply with the two-step claims resolution procedure set forth in Wis. Stats. sec. 775.01. Work shall progress during the period of any dispute or claim, unless otherwise notified by the Owner. Unless specifically agreed between the parties, the venue will be in Dane County, Wisconsin.

§ 7.3 Special Notice. In accordance with section 19.45(6) and, if applicable, Wis. Admin. Code ch. UWS 8, no state public official, member of a state public official's immediate family, nor any organization with which the state public official or a member of the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than \$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the state in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of Wis. Stat. § 946.13.

ARTICLE 8 — TERMINATION OR SUSPENSION OF SERVICE ORDERS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, Order, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement-Order or, at the Architect's option, cause for suspension of performance of services under the Service Agreement-Order for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement-Order have been suspended by the Owner, the Architect shall be compensated for services properly performed prior to notice of such suspension. When the services under the Service Agreement-Order are resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement-Order for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement-Order by giving not less than seven days' written notice.

advance by the Owner. The Architect will provide an estimate of all known reimbursables in their proposal. Examples of Reimbursable Expenses are:

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~ Authorized out-of-town travel and subsistence, for meetings, tours and presentations not included in the Architect's Basic Services. These are not to exceed the prevailing State of Wisconsin reimbursable rates;
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~ Specialized project web sites, and project based software specifically needed for this project and previously authorized by the Owner;
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~ Fees paid for securing approval of authorities having jurisdiction over the Project, including reproduction and delivery costs required for such approval;
- ~~.4 Printing, reproductions, plots, and standard form documents;~~ Intentionally deleted;
- ~~.5 Postage, handling, and delivery;~~ Intentionally deleted;
- ...
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~ Intentionally deleted;
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's and sub consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants and sub consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;~~ Order;
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~ services;
- ~~.10 Site office expenses;~~ Intentionally deleted;
- ~~.11 Geotechnical Engineering Services; and~~
- ~~.11 Other similar Project related expenditures;~~ .12 Topographical surveys.

§ 9.4.2 ~~For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred.~~ Travel to and from project meetings and the site, and reasonably anticipated project reimbursables shall be considered Basic Services, and are not considered Reimbursable Expenses. All other expenses, not listed in 9.4.1, shall be considered a Basic Service.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement. ~~Order.~~

...

§ 9.5.1.1 ~~Unless otherwise agreed, payments for services provided pursuant to a Service Agreement~~ Order shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

~~—%~~ per state statute.

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement ~~Order~~ to offset amounts in dispute under a separate Service Agreement ~~Order~~.

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§ 10.1 ~~Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.~~ Order shall be governed by the laws of Wisconsin.

...

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement-Order. Neither the Owner nor the Architect shall assign a Service Agreement-Order without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~other.~~

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement-Order, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement-Order.

§ 10.5 Unless otherwise required in a Service Agreement-Order, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 ~~The~~Upon Owner's written permission, the Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the ~~termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.~~completion of this Agreement. In the event the Owner terminates this Agreement, at the Owner's discretion, the Owner will decide rights to professional credit, and authorization to use the Project in promotional and professional materials by the Architect.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party ~~may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity.~~ shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required under the Wisconsin Public Records Law, Wisconsin Statute § 19.31. The Party receiving such information may also disclose it to its employees, consultants, sub consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, sub consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

...

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 10.9.1 NONDISCRIMINATION IN EMPLOYMENT In connection with the performance of work under this Agreement, the Architect agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statute § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Architect further agrees to take affirmative action to provide equal employment opportunities.

If the Architect's firm has assigned more than 50 employees to this project and not submitted this information to the Board of Regents of the University of Wisconsin in the last three years, the Architect must submit a written **Affirmative Action Plan** acceptable under Wisconsin Statutes and Administrative Code to Owner for approval within 15 working days after this Agreement is awarded.

Technical assistance regarding the plan is available from the University of Wisconsin System Administration. The Architect agrees to post in conspicuous places, available for employees and applicants for employment, the **Wisconsin Contract Compliance Law** notice to be provided by Owner that sets forth the provisions of the State of Wisconsin nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Architect being declared "ineligible," termination of the Agreement, or withholding of payment.

~~§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~ If the total cost of this project is greater than \$5,000,000 the Architect is only authorized to proceed up to, but not beyond, 25% of the design being completed for the Project. The project total cost and design percentage subject to change if the University of Wisconsin's Board of Regents' policy changes on this matter. The fee schedule contained within the Architect's proposal shall be written to reflect this required authorization to proceed. Absence of this stage in the schedule does not remove the Architect requirements in this section. The Architect will not proceed with design work until such time as the University of Wisconsin's Board of Regents approves the project and/or the Architect is directed to complete design and construction drawings in writing by the Owner. At the sole discretion of the Owner, the Project may be cancelled and Agreement terminated under terms of this Agreement if the Board of Regents does not approve the project.

ARTICLE 11 — SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 11 PERFORMANCE EVALUATION

§ 11.1 The Architect acknowledges that the Owner will evaluate the Architect's performance under and pursuant to this Agreement. The purpose of such evaluations includes, but is not limited to, determining whether or not the Architect responsibly performed contractual obligations and whether or not the best interests of the Owner were promoted thereby.

§ 11.2 The Owner will provide a copy of any such performance evaluations to the Architect upon request, as soon as practicable after completion of such evaluation. Any of the Architect's consultants and sub consultants may also receive a summary of their evaluations.

§ 11.3 The Architect or its consultants and sub consultants may appeal results of their performance evaluations within 30 days of scoring by submitting a written request for review with the Owner to attempt to reach mutual understanding. Any such request must include the reasons for such request, and documentation necessary to substantiate their claims that initial performance evaluations were inappropriate or otherwise in error. Concerns not settled are to be presented in writing to the Owner for review, who will notify the appellant(s) of the results of review as soon as practicable.

§ 11.4 The Owner reserves the right to waive the results of such performance evaluations if, in the opinion of Owner, corrective action has been taken to remediate substandard performance, events beyond the control of the Architect or its consultant(s) and sub consultants resulted in substandard performance, or the best interests of Owner will be served.

§ 11.5 The Architect and its consultant(s) and sub consultants acknowledge and agree that such evaluations may be used by Owner when selecting Architects or approving consultant(s) and sub consultants for future project(s);

provided, however, any such evaluations made more than 5 years prior to consideration for selection or approval will not be considered.

§ 11.6 All parties to this Agreement agree to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act (FCPA) of the United States, the Canadian Corruption of Foreign Public Officials Act (CFPOA) and the Anti-Trafficking provisions of the Federal Acquisition Regulations.

§ 11.7 All parties to this Agreement shall comply with their own Code of Conduct (Policy), and Owner has access to utilize the "Hotline" outlined in the Policy to report to Architect any suspected violation of law or Policy during the course of its services, including any potential violation of the Foreign Corrupt Practices Act, or any federal or state procurement laws.

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§ 12.2 This Master Agreement is comprised of the following documents identified ~~below:~~below. To the extent any terms or conditions within any of the below documents conflict with each other, the more stringent or better quality requirement, in the Owner's sole discretion, shall be controlling.

- .1 Service Order, including exhibit(s) thereto, for a given Project
- .2 This AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Master Agreement.)
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)
- .4 Other documents:
(List other documents, if any, forming part of the Master Agreement.)
- .3 Owner's current version, at time of bidding a particular Service Order project, of the AIA Document A201 2017, General Conditions of the Contract for Construction, including Exhibit A

This Master Agreement entered into as of the day and year first written above. The persons signing below represent they have been duly authorized by their respective organizations to sign on behalf of their organization for this Agreement.

...

Alexandria Roe
(Printed name)

Senior Associate Vice President for Capital Planning
& Budget, UWSA
(Title)
(Printed name and title)

(Printed name)

(Title, and license number, if applicable)
(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Patrick Rebholz, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:11:34 CT on 07/03/2023 under Order No. 2114391275 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ – 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)