



AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

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

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

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

XXXX

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

XXXX

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.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

See 9.2 for attached documents for Architect's services.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

(Paragraph deleted)

§ 1.2. 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. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

XXXX

§ 1.4 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 Project.

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

.1 General Liability

The Architect and its consultants retained under the terms of this Contract shall procure and maintain during the life of this Contract, 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 Contract 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 Contract, 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 Contract. 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. Employer's liability insurance is to be primary and non-contributory.

.4 Umbrella Liability

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

.5 Professional Liability

The Architect and its consultants retained under the terms of this Contract, 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 Contract. Minimum coverage shall not be less than \$1,000,000 per claim 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 claim 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.

.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."

(Paragraphs deleted)

§ 1.5.7 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 an 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.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

§ 1.5.9 The Architect and its consultants retained under the terms of this contract shall provide a Certificate of Insurance with the required coverages and limits of insurance as specified in 1.5 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.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following "Owner's Representative" authorized to act on the Owner's behalf with respect to the Project. 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. The Owner's Representative will not have authority to modify the cost, timing, or the Architect's scope of services, 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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§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, 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 Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

(Paragraphs deleted)

ARTICLE 3 OWNERSHIP OF DOCUMENTS

§ 3.1 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.

§ 3.2 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.

§ 3.3 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. Each party agrees to be responsible for any liability incurred by their use of this work product for other purposes.

(Paragraph deleted)

§ 3.4 Except as otherwise stated in Section 3.1, the provisions of this Article 3 shall survive the termination of this Agreement.

(Paragraph deleted)

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 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 the requirements of Wisconsin Law.

§ 4.1.2 To the extent permitted within UW System's authority, 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)

§ 4.2 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. 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, venue will be in Dane County, Wisconsin.

§ 4.3 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 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. 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 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.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is 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.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and 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 termination notice. All such costs are limited to accepted industry standards, and in no event may such costs include consequential damages.

§ 5.7
(Paragraphs deleted)
Intentionally Deleted

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Paragraphs deleted)

[X] Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

(Paragraph deleted)
One year from the completion date in the Architect's proposal, or initial Owner's project documentation, whichever is later.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, and detailed in the attached proposal, attached exhibit, or scope document incorporated into this Agreement in Section 9.2.

\$XX,XXX

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, which shall not exceed amount in Architect's proposal unless explicitly approved by Owner, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Intentionally deleted;
- .3 Intentionally deleted;
- .4 Intentionally deleted;
- .5 Intentionally deleted;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Intentionally deleted;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Intentionally deleted;
- .11 Intentionally deleted; and
- .12 Intentionally deleted.

§ 6.2.2 Intentionally Deleted

§ 6.2.3
(Paragraphs deleted)
Intentionally Deleted

§ 6.3 Payments to the Architect

§ 6.3.1 Intentionally Deleted

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(Paragraph deleted)

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) 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.)

12% per annum or as dictated by state statute.

§ 6.3.2.2 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.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the laws of Wisconsin.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in the Owner's version of the AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

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

§ 7.4.1 Intentionally deleted.

§ 7.5 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 this Agreement, 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 this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.6.1 Nothing herein shall be construed to create any express or implied contractual relationship between Owner and any of the Architect's sub consultants. This Agreement supersedes all other pre-printed or standard provision that may otherwise appear as supporting documentation or attached to this Agreement or future Amendments. This agreement is primary and controls over any prior or supplemental agreement unless this agreement is amended.

§ 7.7 Unless otherwise required in this Agreement, 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.

§ 7.8 Upon Owner's written permission, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project 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 Project. This Section 7.8 shall survive the completion of this Agreement. In the event the Owner terminates this Agreement, at the Owner's

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discretion, the Owner will decide rights to professional credit, and authorization to use the Project in promotional and professional materials by the Architect.

§ 7.9 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.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 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.

(Paragraphs deleted)

§ 7.11 **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.

Pursuant to 2019 Wisconsin Executive Order 1, Architect agrees it will hire only on the basis of merit and will not discriminate against any person performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

ARTICLE 8 PERFORMANCE EVALUATION

§8.1 The Architect acknowledges that the Owner will evaluate its 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.

§ 8.2 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 may also receive a summary of their evaluations.

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§ 8.3 The Architect or its consultant(s) 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.

§ 8.4 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) resulted in substandard performance, or the best interests of Owner will be served.

§ 8.5 The Architect and its consultant(s) acknowledge and agree that such evaluations may be used by Owner when selecting Architects or approving consultant(s) 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.

§ 8.6 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 and the Anti-Trafficking provisions of the Federal Acquisition Regulations.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This 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 Agreement may be amended only by written instrument signed by both authorized signatories of the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 This version of the AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect

- .2

(Paragraphs deleted)

Architect's proposal dated XX/XX/XXXX

(Paragraphs deleted)

- .3 Owner's project description, Request For Qualifications dated XX/XX/XXXX

(Paragraphs deleted)

- .4 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This 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)*

ARCHITECT *(Signature)*

(Printed name and title)

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

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Additions and Deletions Report for AIA® Document B102® – 2017

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 07:23:25 CT on 03/20/2024.

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

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3 **COPYRIGHTS AND LICENSES OWNERSHIP OF DOCUMENTS**

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8 **SPECIAL TERMS AND CONDITIONS PERFORMANCE EVALUATION**

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See 9.2 for attached documents for Architect's services.

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§ 1.2 ~~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. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~

§ 1.2. 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. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

(List name, address, and other contact information.)

XXXX

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§ 1.5 The Architect shall maintain the following insurance until termination of this 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 6.2.3.~~

.1 General Liability

The Architect and its consultants retained under the terms of this Contract shall procure and maintain during the life of this Contract, 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 Contract 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 Contract, 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 Contract. 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. Employer's liability insurance is to be primary and non-contributory.

.4 Umbrella Liability

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

.5 Professional Liability

The Architect and its consultants retained under the terms of this Contract, 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 Contract. Minimum coverage shall not be less than \$1,000,000 per claim 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 claim 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.

.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."

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~~§ 1.5.1 Commercial General Liability with policy limits of not less than — (\$) for each occurrence and — (\$) in the aggregate for bodily injury and property damage.~~

~~§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than — (\$) per accident for bodily injury, death of any person, and property damage arising out of the~~

ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than ~~(\$)~~ each accident, ~~(\$)~~ each employee, and ~~(\$)~~ policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate.

§ 1.5.7 ~~Additional Insured Obligations.~~ If requested by the Owner, to 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 and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. 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 an 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.

...

§ 1.5.9 The Architect and its consultants retained under the terms of this contract shall provide a Certificate of Insurance with the required coverages and limits of insurance as specified in 1.5 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.

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§ 2.2 The Owner identifies the following representative "Owner's Representative" authorized to act on the Owner's behalf with respect to the Project. 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. The Owner's Representative will not have authority to modify the cost, timing, or the Architect's scope of services, 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.
(List name, address, and other contact information.)

XXXX

...

§ 2.6 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 3 — COPYRIGHTS AND LICENSES

ARTICLE 3 OWNERSHIP OF DOCUMENTS

§ 3.1 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 on the Project. 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.

§ 3.2 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 the Project 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.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this 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 solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 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. Each party agrees to be responsible for any liability incurred by their use of this work product for other purposes.

§ 3.3.1 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 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this 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 as otherwise stated in Section 3.1, the provisions of this Article 3 shall survive the termination of this Agreement.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

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§ 4.1.1 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 this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1. Agreement in accordance with the requirements of Wisconsin Law.

§ 4.1.2 To the extent permitted within UW System's authority, 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.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this 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.

§ 4.2.2 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 Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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.

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

— Arbitration pursuant to Section 4.3 of this 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.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this 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 Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 4.3.1.1~~ 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.

~~§ 4.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 4.3.3~~ 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.

~~§ 4.3.4 Consolidation or Joinder~~

~~§ 4.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this 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).

~~§ 4.3.4.2~~ 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.

~~§ 4.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 4.4~~ The provisions of this Article 4 shall survive the termination of this Agreement.

§ 4.2 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. 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, venue will be in Dane County, Wisconsin.

§ 4.3 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.

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. 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

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.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is 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.

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§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, ~~including when agreed to by Owner. This includes the costs attributable to the Architect's termination of consultant agreements, consultant and sub consultant agreements already in place prior to termination notice. All such costs are limited to accepted industry standards, and in no event may such costs include consequential damages.~~

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

Intentionally Deleted

...

(Check the appropriate box.)

— One year from the date of commencement of the Architect's services

— One year from the date of Substantial Completion

— Other

...

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services. One year from the completion date in the Architect's proposal, or initial Owner's project documentation, whichever is later.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 ~~and Section 5.7.3.~~

...

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, ~~or in the attached exhibit and detailed in the attached proposal, attached exhibit,~~ or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

\$XX,XXX

...

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, which shall not exceed amount in Architect's proposal unless explicitly approved by Owner, as follows:

...

- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally deleted;~~
- .3 ~~Permitting and other fees required by authorities having jurisdiction over the Project; Intentionally deleted;~~
- .4 ~~Printing, reproductions, plots, and standard form documents; Intentionally deleted;~~
- .5 ~~Postage, handling and delivery; Intentionally deleted;~~

...

- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Intentionally deleted;~~

...

- .10 ~~Site office expenses; Intentionally deleted;~~
- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; Intentionally deleted; and~~
- .12 ~~Other similar Project related expenditures; Intentionally deleted.~~

§ 6.2.2 ~~For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus _____ percent (____%) of the expenses incurred; Intentionally Deleted~~

§ 6.2.3 ~~Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)~~

Intentionally Deleted

...

§ 6.3.1 ~~Initial Payments~~ Intentionally Deleted

§ 6.3.1.1 ~~An initial payment of (\$____) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) 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.

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~~%–12% per annum or as dictated by state statute.~~

...

~~§ 7.1 This Agreement shall be governed by the law of the place where the Project 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 4.3-laws of Wisconsin.~~

~~§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in the Owner's version of the AIA Document A201™–2017, General Conditions of the Contract for Construction.~~

~~§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.other.~~

~~§ 7.4 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.~~

~~§ 7.4.1 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.Intentionally deleted.~~

...

~~§ 7.6.1 Nothing herein shall be construed to create any express or implied contractual relationship between Owner and any of the Architect's sub consultants. This Agreement supersedes all other pre-printed or standard provision that may otherwise appear as supporting documentation or attached to this Agreement or future Amendments. This agreement is primary and controls over any prior or supplemental agreement unless this agreement is amended.~~

~~§ 7.8 The-Upon Owner's written permission, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project 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 Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.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.~~

~~§ 7.9 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 as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement. 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.~~

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ARTICLE 8 — SPECIAL TERMS AND CONDITIONS

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

§ 7.11 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.

Pursuant to 2019 Wisconsin Executive Order 1, Architect agrees it will hire only on the basis of merit and will not discriminate against any person performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

ARTICLE 8 PERFORMANCE EVALUATION

§ 8.1 The Architect acknowledges that the Owner will evaluate its 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.

§ 8.2 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 may also receive a summary of their evaluations.

§ 8.3 The Architect or its consultant(s) 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.

§ 8.4 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) resulted in substandard performance, or the best interests of Owner will be served.

§ 8.5 The Architect and its consultant(s) acknowledge and agree that such evaluations may be used by Owner when selecting Architects or approving consultant(s) 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.

§ 8.6 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 and the Anti-Trafficking provisions of the Federal Acquisition Regulations.

§ 9.1 This 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 Agreement may be amended only by written instrument signed by both authorized signatories of the Owner and Architect.

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- .1 This version of the AIA Document B102™–2017, Standard Form 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 Agreement.)
Architect’s proposal dated XX/XX/XXXX
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)
- .3 Owner’s project description, Request For Qualifications dated XX/XX/XXXX
 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

...

This 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.

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 07:23:25 CT on 03/20/2024 under Order No. 2114482720 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)