



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the XXXX day of XXXX in the year XXXX  
*(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  
On behalf of University of Wisconsin XXXXXX  
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 Project:  
*(Name, location and detailed description)*

XXXX

UWSA Project:  
UWSA Contract:

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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*(Paragraph deleted)*

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement, also called "Contract", is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project:

*(Paragraph deleted)*

See attached documents in 13.2.

§ 1.1.2 The Project's physical characteristics:

*(Paragraph deleted)*

See attached documents in 13.2.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Project Budget: \$XXX,XXX

Cost of the Work: \$XX,XXX

§ 1.1.4 The Owner's and Architect's agreed upon anticipated design and construction milestone dates:

See attached documents in 13.2 for details on the following:

*(Paragraphs deleted)*

Construction commencement date:

XX/XX/XXXX

Substantial Completion date or dates:

*(Paragraphs deleted)*

XX/XX/XXXX

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Paragraph deleted)*

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Pursuant to Wis. Stat. § 16.855, this project will use single-prime contracting with competitive MEP and fire protection bids.

**§ 1.1.6**

*(Paragraphs deleted)*

Intentionally deleted.

*(Paragraph deleted)*

**§ 1.1.7** The Owner identifies the following Owner's Representative in accordance with Section 5.3:

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

XXXX

**§ 1.1.8** The persons or entities, in addition to the Owner's Representative, who are required to review the Architect's submittals to the Owner are as follows:

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

Not applicable unless defined in the attached documents in 13.2.

**§ 1.1.9**

*(Paragraphs deleted)*

Intentionally deleted.

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:

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

XXXX

*(Paragraphs deleted)*

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

*(Paragraph deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. 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.

**§ 2.2** 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 the

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highest standard of care ordinarily 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 the highest quality professional skill and care and the orderly progress of the Project. The architect of record shall be duly licensed in the state of Wisconsin.

§ 2.2.1 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 Contract 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 Contract, except as that duty may arise under the laws of the State of Wisconsin. The parties agree that this Contract 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 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.

§ 2.5 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 per occurrence. 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 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 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.

- .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)*

**§ 2.5.7 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.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**§ 2.5.9** 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 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.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services include usual and customary services, consisting of those described in this Article 3, the RFQ dated XX/XX/XXXX and detailed in the Architect's attached proposal dated XX/XX/XXXX and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner and Owner's Representative.

**§ 3.1.1.1** Travel to and from project meetings and the site shall be considered Basic Services, and are not considered Reimbursable Expenses. All other expenses, not listed in 11.8 (Compensation for Reimbursable Expenses), shall be considered a Basic Service.

**§ 3.1.2** 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. 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.

**§ 3.1.3** Within 14 calendar days after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once

approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.4.1 Review, approval or acceptance of the Architect's work whether by the Owner or others and whether during Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Phase, or otherwise, shall not relieve the Architect from responsibility for errors and omissions in the Architect's work.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 Subcontracts for services under this Contract, including contracts for consultants retained by Architect, shall provide that work performed under such subcontract shall be subject to provisions of this Contract and shall also provide that any professional duty or responsibility pertaining thereto, shall be accomplished to the benefit of the Owner. Upon request, an electronic copy of each such subcontract shall be furnished to the Owner.

§ 3.1.8 Included in the provisions of this Contract that apply to Architect is the right for the Owner to request the Architect replace an employee, a consultant, and/or consultant's employee on this Project; Architect shall comply with such requests to immediately replace an employee, a consultant, or a consultant's employee from this Project.

## § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner's Representative of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner's Representative and shall discuss with the Owner's Representative alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.



§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner's Representative an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner's Representative, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including 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. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Design Development Documents to include an initial list of items that will need 3<sup>rd</sup> party testing, inspection, or monitoring during construction.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner's Representative, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 To be within accordance with the Board of Regents (BOR) policy document 13-5, the Architect shall work with the Owner's Representative on a plan for BOR approval.

§ 3.3.5 If the total cost of this project is greater than \$1,000,000 the Architect is only authorized to proceed up to, but not beyond, 25% of the design being completed for the Project. The fee schedule contained within the Architect's proposal shall be written to reflect this stage. 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.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. Architect shall provide list of items that will need 3<sup>rd</sup> party testing, inspection, or monitoring during construction. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents and according to State of Wisconsin bidding and procurement requirements, as defined in Wisconsin statute 16.855, the Architect shall assist the Owner in the development and preparation of procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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§ 3.4.3.1 The Architect shall submit an Owner's Review set of the Bidding Documents to the Owner. The Architect shall allow enough time for the Owner's Representative to coordinate an in-house review, and for the Architect to coordinate a third-party review of the documents. The Owner's in-house review comments and third-party review comments shall be incorporated into the Bid Documents Set.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3 based on the Owner's Review set.

§ 3.4.5 The Architect shall submit the Bid Documents Set to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 The Architect shall deliver design documents using Building Information Modeling requirements as delineated in the Building Information Modeling (BIM), Division of Facilities Development and Management Policy and Procedure Manual for Architects/Engineers and Consultants.

§ 3.4.7 The Architect shall provide a Bid Documents Set that comply with the bidding methodology needed to meet Wisconsin Statutes 16.885 and related statutes, and as outlined in the current Division of Facilities Development and Management Policy and Procedure Manual for Architects/Engineers and Consultants.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Owner will comply with the Wisconsin Statutes 16.885 rules for on single prime contracting when applicable. Architect will support Owner's Single Prime bidding process; including, but not limited to preparing the Bid Documents Set, preparing posting documents, preparing and issuing addenda, and attending all site tours and pre-bid conferences. The Architect shall assist the Owner in establishing a list of prospective contractors and promoting the project.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 Upon the Owner's request, the Architect shall assist the Owner by:

- .1 Organizing and conducting a pre-bid conference for prospective bidders; and
- .2 Preparing responses to question from prospective bidders and providing clarification and interpretations of the Bid Documents Set to the prospective bidders in the form of addenda; and
- .3 analyzing bids for lowest, qualified, and responsible bidder.

§ 3.5.2.3 If the low bid submitted by qualified, responsible bidders exceed the Owner's budget for the Cost of the Work, and the Owner has determined there are no available funds to cover this overage, the Architect shall revise and change the Bidding Documents as approved by and without additional cost to the Owner that will permit award of the contract(s) within the approved Cost of the Work amount.

*(Paragraphs deleted)*

§ 3.5.2.4 In the event that the Architect recommends a reduction in scope to keep the project within budget and this results in low bid(s) which total less than the Cost of the Work budget, then the Architect shall, upon direction of the Owner, at no additional fee, prepare construction bulletin(s) to add deleted program work back into the project.

§ 3.5.2.5 Upon contract offer to the low bidder(s), the Architect shall immediately prepare Construction Documents which incorporate the Bidding Documents, addenda issued, value enhancement proposals accepted, and negotiated contract deductions. Such work shall be completed in a timely fashion so the Project schedule is maintained.



## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the Owner's version of the AIA Document A201™ 2017, General Conditions of the Contract for Construction.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment and the Owner agrees that no work is outstanding.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to advise the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend that the Owner require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a recommendation made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and make recommendations to the Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Intentionally Deleted.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts within a reasonable time after receiving payment application from the Contractor, but not later than 7 calendar days. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has

progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect must render approval or non-approval of the Contractor's submittal schedule within 14 calendar days of receipt unless otherwise authorized by the Owner's Representative. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents within 7 calendar days of receipt, unless an extension is authorized by the Owner's Representative. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval

and execution in accordance with the Contract Documents. Architect shall follow Owner's processes and documentation for Change Orders.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner's Representative, for the Owner's review and records, written warranties, and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner's Representative about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner's Representative the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner's Representative, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. If they are required, the Architect shall describe them separately in the attached proposal, and the Owner shall compensate the Architect as provided in the Architect's proposal or Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project, unless detailed in the Architect's Proposal.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	XXXX
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Modeling	

*(Rows deleted)*

§ 4.1.1.7 As-constructed record drawings (field verified)	
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§ 4.1.1.8	Post-occupancy evaluation	
§ 4.1.1.9	Facility support services	
§ 4.1.1.10	Tenant-related services	
§ 4.1.1.11	Architect's coordination of the Owner's consultants	
§ 4.1.1.12	Telecommunications/data design	
§ 4.1.1.13	Security evaluation, planning, and/or hardware specification and coordination	

*(Row deleted)*

§ 4.1.1.14	Commissioning	
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*(Row deleted)*

§ 4.1.1.15	Fast-track design services	
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*(Row deleted)*

§ 4.1.1.16	Historic preservation	
§ 4.1.1.17	Furniture, furnishings, and equipment design	
§ 4.1.1.18	Other services provided by specialty Consultants	
§ 4.1.1.19	Other Supplemental Services	

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below. If left blank, please see attached proposal.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

XXXX

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below. If left blank, please see attached proposal.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

XXXX

*(Paragraph deleted)*

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner and Owner's Representative 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;

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- .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 dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or,

*(Paragraph deleted)*

- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction.

#### **§ 4.2.2**

*(Paragraphs deleted)*

Intentionally deleted.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. If not detailed in the Proposal, the Architect will provide the below limits. When the limits below are reached, the Architect shall promptly notify the Owner's Representative:

- .1 2 reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 XXXX visits to the site by the Architect during construction per every XXXX weeks of construction
- .3 1 inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1 inspection for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 90 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, may be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within 3 months of the date of Substantial Completion shown in section 1.1.4 of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time may be compensated as Additional Services.

**§ 4.2.6** Supplemental and Additional Services listed above, or in the Architect's Proposal shall not commence until notification from Owner's Representative.

### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** 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.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify the 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 may change the

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Owner's Representative at any time. 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 furnish upon request.

§ 5.4 The Architect shall solicit any necessary surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.4.1 The use of Owner provided data by the Architect shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of data by Owner shall not relieve the Architect from the responsibility for soliciting or conducting field surveys to verify existing conditions as specified herein.

§ 5.5 Unless otherwise established to be part of the Architect's reimbursables for this Agreement, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Intentionally deleted.

§ 5.8 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 services in the contracts between the Owner and the Owner's consultants. The Owner may 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.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 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.

§ 5.10.1 The Owner will distribute Bidding Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.

§ 5.10.2 The Owner will prepare and process the contracts between the Owner and the Architect and between the Owner and Contractor.

§ 5.11 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.

§ 5.12 Intentionally deleted.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.



§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 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 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of the labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For the purposes of this Agreement, the Project Budget is the sum of the Cost of the Work, all Architect and consultant fees, other Owner fees and costs, equipment, Furniture Fixtures and Equipment, and contingencies.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of competitive bidding is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 increase the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 OWNERSHIP OF DOCUMENTS

§ 7.1 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.

§ 7.2 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.

§ 7.3 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)*

§ 7.4 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

*(Paragraph deleted)*

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 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.

§ 8.1.2 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)*

### § 8.2 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.

§ 8.3 **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 9 TERMINATION OR SUSPENSION

§ 9.1 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

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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.

§ 9.2 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 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.

§ 9.3 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.

§ 9.4 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.

§ 9.5 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.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, 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.

§ 9.7  
*(Paragraphs deleted)*  
Intentionally deleted.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 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 7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 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.

§ 10.3 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.

§ 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 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.

§ 10.5 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.

§ 10.5.1 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.

§ 10.6 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.

§ 10.7 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 10.7 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.

§ 10.8 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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law. 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 10.8.

§ 10.9 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.

**§ 10.10 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.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3 and detailed in the attached proposal, the Owner shall compensate the Architect as follows:

*(Paragraphs deleted)*

**\$XX,XXX**

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and referenced in the attached documents, the Owner shall compensate the Architect as follows:

if applicable, see attached documents in section 13.2.

§ 11.3

*(Paragraphs deleted)*

The inclusion of Reimbursable expenses or Additional Services in an accepted proposal shall not be construed as authorization to proceed. Owner’s Representative shall provide such authorization before costs beyond basic services are incurred.

§ 11.4

*(Paragraphs deleted)*

Intentionally deleted.

§ 11.5

*(Paragraphs deleted)*

Intentionally deleted.

§ 11.6 Intentionally deleted.

§ 11.6.1 Intentionally deleted.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth in the attached proposal. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

see attached proposal.

**Employee or Category**

**Rate (\$0.00)**

see attached proposal.

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project. All reimbursables must be authorized in advance by the Owner. The Architect has provided an estimate of all known reimbursables in their proposal. Examples of Reimbursable Expenses are, as follows:

- .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

*(Paragraphs deleted)*

Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .5 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;
- .6 All taxes levied on professional services;

*(Paragraph deleted)*

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- .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .8 Geotechnical Engineering Services.
- .9 Topographical surveys.

§ 11.8.2 Intentionally deleted.

§ 11.9

*(Paragraphs deleted)*  
Intentionally deleted.

§ 11.10 Payments to the Architect

Intentionally deleted.

*(Paragraphs deleted)*

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made in proportion to services performed. The frequency of payment requests will be determined at the time the Agreement is negotiated and all requests for payment will be accompanied by a deliverable which documents the Project progress to date. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 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.

*(Paragraph deleted)*

12% per annum or as dictated by state statute.

§ 11.10.2.2 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..

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

*(Paragraphs deleted)*

**ARTICLE 12 PERFORMANCE EVALUATION**

§12.1 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.

§ 12.2 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.

§ 12.3 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.

§12.4 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.

§ 12.5 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.



§ 12.6 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.

§ 12.7 All parties to this Agreement shall comply with their own Code of Conduct (Policy), and Owner has access 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 13 SCOPE OF THE AGREEMENT

§ 13.1 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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below. In the event of an inconsistency or conflict between or among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

.1 This AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

Owner's version of the AIA Document A201 2017, General Conditions of the Contract for Construction, dated 11/9/2022, or current UWSA version at time of bidding

.3 Architect's proposal dated XX/XX/XXXX

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

*(Paragraphs deleted)*

.5 Other documents:

*(List other documents, if any, forming part of 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)*

\_\_\_\_\_  
*(Printed name)*

*(Row deleted)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title, and license number, if required)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

# Additions and Deletions Report for AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

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## PAGE 1

**AGREEMENT** made as of the XXXX day of XXXX in the year XXXX

...

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

...

XXXX

...

XXXX

...

UWSA Project:  
UWSA Contract:

## PAGE 2

**7** **COPYRIGHTS AND LICENSES OWNERSHIP OF DOCUMENTS**

...

**12** **SPECIAL TERMS AND CONDITIONS PERFORMANCE EVALUATION**

...

**ARTICLE 1** **INITIAL INFORMATION**

**ARTICLE 1** **INITIAL INFORMATION**

§ 1.1 This ~~Agreement~~ Agreement, also called "Contract", is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

...

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See attached documents in 13.2.

...

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See attached documents in 13.2.

...

~~(Provide total and, if known, a line item breakdown.)~~Project Budget: \$XXX,XXX  
Cost of the Work: \$XX,XXX

...

§ 1.1.4 The Owner's and Architect's agreed upon anticipated design and construction milestone dates:

See attached documents in 13.2 for details on the following:

~~.1~~ — Design phase milestone dates, if any:

~~.2~~ —  
XX/XX/XXXX

~~.3~~ — Substantial Completion date or dates:

~~.4~~ — Other milestone dates:  
XX/XX/XXXX

...

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast track design and construction, multiple bid packages, or phased construction.)*

Pursuant to Wis. Stat. § 16.855, this project will use single-prime contracting with competitive MEP and fire protection bids.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Intentionally deleted.

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 The Owner identifies the following representative Owner's Representative in accordance with Section 5.3:

XXXX

...

§ 1.1.8 The persons or entities, in addition to the Owner's ~~representative~~, Representative, who are required to review the Architect's submittals to the Owner are as follows:

...

Not applicable unless defined in the attached documents in 13.2.

§ 1.1.9 ~~The Owner shall retain the following consultants and contractors:~~  
~~(List name, legal status, address, and other contact information.)~~

~~.1 — Geotechnical Engineer:~~

~~.2 — Civil Engineer:~~

~~.3 — Other, if any:~~

~~— (List any other consultants and contractors retained by the Owner.)~~

Intentionally deleted.

...

XXXX

...

§ 1.1.11 ~~The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:~~  
~~(List name, legal status, address, and other contact information.)~~

§ 1.1.11.1 ~~Consultants retained under Basic Services:~~

~~.1 — Structural Engineer:~~

~~.2 — Mechanical Engineer:~~

~~§ 1.1.11.2 Consultants retained under Supplemental Services:~~

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

~~§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~

~~§ 1.3 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.~~

~~§ 1.3.1 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.~~

...

~~§ 2.2 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. 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 the highest standard of care ordinarily 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 the highest quality professional skill and care and the orderly progress of the Project. The architect of record shall be duly licensed in the state of Wisconsin.~~

~~§ 2.2.1 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 Contract 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 Contract, except as that duty may arise under the laws of the State of Wisconsin. The parties agree that this Contract 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.

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§ 2.5 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 11.9.

.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 per occurrence. 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 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 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.

.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."



~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 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.~~

~~§ 2.5.3 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 2.5.1 and 2.5.2, 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.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.~~

~~§ 2.5.6 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.~~

~~§ 2.5.7 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 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.~~

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~~§ 2.5.9 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 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.~~

~~§ 3.1 The Architect's Basic Services consist include usual and customary services, consisting of those described in this Article 3-3, the RFQ dated XX/XX/XXXX and detailed in the Architect's attached proposal dated XX/XX/XXXX and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.~~

~~§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the ~~Owner.~~ Owner and Owner's Representative.~~

~~§ 3.1.1.1 Travel to and from project meetings and the site shall be considered Basic Services, and are not considered Reimbursable Expenses. All other expenses, not listed in 11.8 (Compensation for Reimbursable Expenses), shall be considered a Basic Service.~~

...

~~§ 3.1.3 As soon as practicable Within 14 calendar days after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include~~

anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4.1 Review, approval or acceptance of the Architect's work whether by the Owner or others and whether during Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Phase, or otherwise, shall not relieve the Architect from responsibility for errors and omissions in the Architect's work.

...

§ 3.1.7 Subcontracts for services under this Contract, including contracts for consultants retained by Architect, shall provide that work performed under such subcontract shall be subject to provisions of this Contract and shall also provide that any professional duty or responsibility pertaining thereto, shall be accomplished to the benefit of the Owner. Upon request, an electronic copy of each such subcontract shall be furnished to the Owner.

§ 3.1.8 Included in the provisions of this Contract that apply to Architect is the right for the Owner to request the Architect replace an employee, a consultant, and/or consultant's employee on this Project; Architect shall comply with such requests to immediately replace an employee, a consultant, or a consultant's employee from this Project.

### § 3.2 Schematic Design Phase Services

...

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the ~~Owner~~ Owner's Representative of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the ~~Owner~~ Owner's Representative and shall discuss with the ~~Owner~~ Owner's Representative alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

...

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, ~~schedule~~ schedule, and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

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§ 3.2.6 The Architect shall submit to the ~~Owner~~ Owner's Representative an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner~~ Owner's Representative, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe

the development of the approved Schematic Design Documents and shall consist of drawings and other documents including 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~~-elements and systems. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Design Development Documents to include an initial list of items that will need 3<sup>rd</sup> party testing, inspection, or monitoring during construction.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with ~~Section 6.3~~-Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the ~~Owner~~-Owner's Representative, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 To be within accordance with the Board of Regents (BOR) policy document 13-5, the Architect shall work with the Owner's Representative on a plan for BOR approval.

§ 3.3.5 If the total cost of this project is greater than \$1,000,000 the Architect is only authorized to proceed up to, but not beyond, 25% of the design being completed for the Project. The fee schedule contained within the Architect's proposal shall be written to reflect this stage. 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.

#### § 3.4 ~~Construction Documents Phase Services~~Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. Architect shall provide list of items that will need 3<sup>rd</sup> party testing, inspection, or monitoring during construction. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

...

§ 3.4.3 ~~During the development of the Construction Documents, Documents and according to State of Wisconsin bidding and procurement requirements, as defined in Wisconsin statute 16.855, the Architect shall assist the Owner in the development and preparation of (1)-procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions)-forms.~~ The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.3.1 The Architect shall submit an Owner's Review set of the Bidding Documents to the Owner. The Architect shall allow enough time for the Owner's Representative to coordinate an in-house review, and for the Architect to coordinate a third-party review of the documents. The Owner's in-house review comments and third-party review comments shall be incorporated into the Bid Documents Set.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with ~~Section 6.3~~-6.3 based on the Owner's Review set.

§ 3.4.5 The Architect shall submit the ~~Construction Documents~~Bid Documents Set to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 The Architect shall deliver design documents using Building Information Modeling requirements as delineated in the Building Information Modeling (BIM), Division of Facilities Development and Management Policy and Procedure Manual for Architects/Engineers and Consultants.

§ 3.4.7 The Architect shall provide a Bid Documents Set that comply with the bidding methodology needed to meet Wisconsin Statutes 16.885 and related statutes, and as outlined in the current Division of Facilities Development and Management Policy and Procedure Manual for Architects/Engineers and Consultants.

### § 3.5 Procurement Phase Services

#### PAGE 8

The Owner will comply with the Wisconsin Statutes 16.885 rules for on single prime contracting when applicable. Architect will support Owner's Single Prime bidding process; including, but not limited to preparing the Bid Documents Set, preparing posting documents, preparing and issuing addenda, and attending all site tours and pre-bid conferences. The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

...

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders; and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bid Documents Set to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. If the low bid submitted by qualified, responsible bidders exceed the Owner's budget for the Cost of the Work, and the Owner has determined there are no available funds to cover this overage, the Architect shall revise and change the Bidding Documents as approved by and without additional cost to the Owner that will permit award of the contract(s) within the approved Cost of the Work amount.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.



§ 3.5.2.4 In the event that the Architect recommends a reduction in scope to keep the project within budget and this results in low bid(s) which total less than the Cost of the Work budget, then the Architect shall, upon direction of the Owner, at no additional fee, prepare construction bulletin(s) to add deleted program work back into the project.

§ 3.5.2.5 Upon contract offer to the low bidder(s), the Architect shall immediately prepare Construction Documents which incorporate the Bidding Documents, addenda issued, value enhancement proposals accepted, and negotiated contract deductions. Such work shall be completed in a timely fashion so the Project schedule is maintained.

## **§ 3.6 Construction Phase Services**Construction Phase Services PAGE 9

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2017, the Owner's version of the AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

...

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for ~~Payment~~ Payment and the Owner agrees that no work is outstanding.

### **§ 3.6.2 Evaluations of the Work**Evaluations of the Work

...

§ 3.6.2.2 The Architect has the authority to advise the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~have the authority to require~~ recommend that the Owner require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a ~~decision~~ recommendation made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and ~~decide~~ make recommendations to the Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and ~~decisions~~ recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and ~~decisions~~, recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, ~~shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.~~ Contractor. The Architect's decisions on matters relating to aesthetic effect shall be ~~final~~ if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~Intentionally Deleted.~~

### **§ 3.6.3 Certificates for Payment to Contractor**Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such ~~amounts~~ amounts within a reasonable time after receiving payment application from the Contractor, but not later than 7 calendar days. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect must render approval or non-approval of the Contractor's submittal schedule within 14 calendar days of receipt unless otherwise authorized by the Owner's Representative. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient ~~time, in the Architect's professional judgment, time~~ to permit adequate review.

...

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. Documents within 7 calendar days of receipt, unless an extension is authorized by the Owner's Representative. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

...

**§ 3.6.5 Changes in the Work Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Architect shall follow Owner's processes and documentation for Change Orders.

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**§ 3.6.6 ~~Project Completion~~ Project Completion**

...

- .3 forward to the ~~Owner, Owner's Representative,~~ for the Owner's review and records, written ~~warranties~~ warranties, and related documents required by the Contract Documents and received from the Contractor; and,

...

**§ 3.6.6.2** The Architect's inspections shall be conducted ~~with the Owner~~ to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the ~~Owner~~ Owner's Representative about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the ~~Owner~~ Owner's Representative the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of



final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the ~~Owner, Owner's Representative,~~ and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 4.1 ~~Supplemental Services~~ **Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. ~~The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility. If they are required, the Architect shall describe them separately in the attached proposal, and the Owner shall compensate the Architect as provided in the Architect's proposal or Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~ Project, unless detailed in the Architect's Proposal.

§ 4.1.1.1 Programming	XXXX
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§ 4.1.1.6 Building Information <del>Model management</del> responsibilities <del>Modeling</del>	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As designed record drawings	
§ 4.1.1.16 <del>§ 4.1.1.7</del> As-constructed record drawings (field verified)	
§ 4.1.1.17 <del>§ 4.1.1.8</del> Post-occupancy evaluation	
§ 4.1.1.18 <del>§ 4.1.1.9</del> Facility support services	
§ 4.1.1.19 <del>§ 4.1.1.10</del> Tenant-related services	
§ 4.1.1.20 <del>§ 4.1.1.11</del> Architect's coordination of the Owner's consultants	
§ 4.1.1.21 <del>§ 4.1.1.12</del> Telecommunications/data design	
§ 4.1.1.13 Security evaluation, planning, and/or hardware specification and coordination	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 <del>§ 4.1.1.14</del> Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 <del>§ 4.1.1.15</del> Fast-track design services	
§ 4.1.1.26 Multiple bid packages	

<del>§ 4.1.1.27</del>	<del>§ 4.1.1.16</del>	Historic preservation	
<del>§ 4.1.1.28</del>	<del>§ 4.1.1.17</del>	Furniture, furnishings, and equipment design	
<del>§ 4.1.1.29</del>	<del>§ 4.1.1.18</del>	Other services provided by specialty Consultants	
<del>§ 4.1.1.30</del>	<del>§ 4.1.1.19</del>	Other Supplemental Services	

~~§ 4.1.2 Description of Supplemental Services~~**Description of Supplemental Services**

~~§ 4.1.2.1~~ A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below. If left blank, please see attached proposal.

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XXXX

~~§ 4.1.2.2~~ A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below. If left blank, please see attached proposal.

...

XXXX

~~§ 4.1.3~~ If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

~~§ 4.2 Architect’s Additional Services~~**Architect’s Additional Services**

...

~~§ 4.2.1~~ Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner and Owner’s Representative 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:

...

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

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- ~~.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; or,
- ~~.9~~ Evaluation of the qualifications of entities providing bids or proposals;
- ~~.10~~ ~~.8~~ Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- ~~.11~~ Assistance to the Initial Decision Maker, if other than the Architect. construction.

~~§ 4.2.2~~ To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

- ~~.1~~ Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;

- ~~.2~~ — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- ~~.3~~ — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- ~~.4~~ — Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- ~~.5~~ — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom. Intentionally deleted.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. If not detailed in the Proposal, the Architect will provide the below limits. When the limits below are reached, the Architect shall promptly notify the ~~Owner~~ Owner's Representative:

- .1 ~~(—)2~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(—)XXXX~~ visits to the site by the Architect during construction per every XXXX weeks of construction
- .3 ~~(—)inspections 1 inspection~~ for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(—)inspections 1 inspection~~ for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60~~ 90 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, ~~shall~~ may be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(—)3~~ months of the date of Substantial Completion shown in section 1.1.4 of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time ~~shall be compensated as Additional Services.~~ may be compensated as Additional Services.

§ 4.2.6 Supplemental and Additional Services listed above, or in the Architect's Proposal shall not commence until notification from Owner's Representative.

...

§ 5.1 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 and site~~ requirements.

...

§ 5.3 The Owner shall identify ~~a representative~~ the 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 may change the Owner's Representative at any time. 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 furnish upon request.

§ 5.4 ~~The Owner shall furnish~~ Architect shall solicit any necessary surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both

public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.4.1 The use of Owner provided data by the Architect shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of data by Owner shall not relieve the Architect from the responsibility for soliciting or conducting field surveys to verify existing conditions as specified herein.

~~§ 5.5 The~~ Unless otherwise established to be part of the Architect's reimbursables for this Agreement, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~ Intentionally deleted.

~~§ 5.8 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 services in the contracts between the Owner and the Owner's consultants. The Owner shall may 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.

...

§ 5.10.1 The Owner will distribute Bidding Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.

§ 5.10.2 The Owner will prepare and process the contracts between the Owner and the Architect and between the Owner and Contractor.

§ 5.11 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~~ omissions, or inconsistencies in the Architect's Instruments of Service.

~~§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.~~ Intentionally deleted.

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§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of the labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For the purposes of this Agreement, the Project Budget is the sum of the Cost of the Work, all Architect and consultant fees, other Owner fees and costs, equipment, Furniture Fixtures and Equipment, and contingencies.

...

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ~~The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

...

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, ~~and the Owner shall cooperate with the Architect in making such adjustments.~~ Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the ~~Construction Documents Phase Services~~ competitive bidding is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 ~~give written approval of an increase in the budget for the Cost of the Work;~~

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying~~ The Architect's modification of the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 — COPYRIGHTS AND LICENSES**

### **ARTICLE 7 OWNERSHIP OF DOCUMENTS**

§ 7.1 ~~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.

§ 7.2 ~~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.

§ 7.3 ~~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 this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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, subject to any protocols established pursuant to Section 1.3, 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 9.4, the license granted in this Section 7.3 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.

~~§ 7.3.1~~ 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 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

~~§ 7.4~~ Except for the licenses granted in this Article 7, 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 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

~~§ 7.5~~ Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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~~§ 8.1.1~~ 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 8.1.1. Agreement in accordance with the requirements of Wisconsin Law.

~~§ 8.1.2~~ 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.

~~§ 8.1.3~~ 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 9.7.

### ~~§ 8.2~~ Mediation

~~§ 8.2.1~~ 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.

~~§ 8.2.2~~ 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.

**§ 8.2.3** 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.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

— Arbitration pursuant to Section 8.3 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.

### **§ 8.3 Arbitration**

**§ 8.3.1** 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.

**§ 8.3.1.1** 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.

**§ 8.3.2** 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.

**§ 8.3.3** 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.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** 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).

**§ 8.3.4.2** 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.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

### § 8.2 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.

**§ 8.3 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.

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~~§ 9.6~~ If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including termination when agreed to by Owner. This includes the costs attributable to the Architect's termination of consultant agreements 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.

~~§ 9.7~~ In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, 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.

...

~~§ 9.9~~ 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 7 and Section 9.7.7.

...

~~§ 10.1 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 8.3.laws of Wisconsin.~~

~~§ 10.2 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.~~

~~§ 10.3 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.

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~~§ 10.5.1 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.~~

~~§ 10.7 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 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.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.~~

~~§ 10.8 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 10.8.1. This Section 10.8 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~~

~~§ 10.8.1 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. law. 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 10.8.~~

...

**§ 10.10 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.

§ 11.1 For the Architect's Basic Services described under Article 3, 3 and detailed in the attached proposal, the Owner shall compensate the Architect as follows:

.1 — Stipulated Sum  
— (Insert amount)

.2 — Percentage Basis  
— (Insert percentage value)

— ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 — Other  
— (Describe the method of compensation)

\$XX,XXX

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, referenced in the attached documents, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

if applicable, see attached documents in section 13.2.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

The inclusion of Reimbursable expenses or Additional Services in an accepted proposal shall not be construed as authorization to proceed. Owner's Representative shall provide such authorization before costs beyond basic services are incurred.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus — percent ( — %), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

Intentionally deleted.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase

percent ( —

%)



Design-Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
<b>Total Basic Compensation</b>	<b>one hundred percent (</b>	<b>100 %)</b>

Intentionally deleted.

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

Intentionally deleted.

~~§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~Intentionally deleted.

~~§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below, in the attached proposal. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~

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see attached proposal.

...

see attached proposal.

**§ 11.8 Compensation for Reimbursable Expenses**

~~§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project.~~Project. All reimbursables must be authorized in advance by the Owner. The Architect has provided an estimate of all known reimbursables in their proposal. Examples of Reimbursable Expenses are, as follows:

- ~~1~~ 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~~ 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~~ 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~~ 4 ~~Printing, reproductions, plots, and standard form documents;~~
- ~~5~~ 5 ~~Postage, handling, and delivery;~~
- ~~6~~ 6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~7~~ 7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~8~~ 8 ~~5~~ 5 ~~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;~~
- ~~9~~ 9 ~~6~~ 6 ~~All taxes levied on professional services and on reimbursable expenses;~~services;
- ~~10~~ 10 ~~Site office expenses;~~
- ~~11~~ 11 ~~7~~ 7 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- ~~12~~ 12 ~~Other similar Project-related expenditures.~~8 Geotechnical Engineering Services.

.9 Topographical surveys.

§ 11.8.2 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.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 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 2.5, and for which the Owner shall reimburse the Architect.)*

Intentionally deleted.

§ 11.10 ~~Payments to the Architect~~Payments to the Architect

Intentionally deleted.

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~(\$ —)~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 ~~Progress Payments~~Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made ~~monthly in proportion to services performed.~~ in proportion to services performed. The frequency of payment requests will be determined at the time the Agreement is negotiated and all requests for payment will be accompanied by a deliverable which documents the Project progress to date. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(—)~~ 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.

§ 11.10.2.2 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.

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**ARTICLE 12 — SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 12 — PERFORMANCE EVALUATION**

§12.1 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.

§ 12.2 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.

§ 12.3 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.

§12.4 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.

§ 12.5 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.

§ 12.6 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.

§ 12.7 All parties to this Agreement shall comply with their own Code of Conduct (Policy), and Owner has access 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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§ 13.2 This Agreement is comprised of the following documents identified below:below. In the event of an inconsistency or conflict between or among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- .1 This AIA Document B101™–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.)

- .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.)Owner’s version of the AIA Document A201 2017, General Conditions of the Contract for Construction, dated 11/9/2022, or current UWSA version at time of bidding

- .3 Architect’s proposal dated XX/XX/XXXX
- .4 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, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other .5 Other documents:

...

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.

...

\_\_\_\_\_  
*(Printed name)*

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

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Printed name)*

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

\_\_\_\_\_  
*(Title, and license number, if required)*

\_\_\_\_\_  
*(Date)*



## **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 10:17:53 CT on 11/09/2022 under Order No. 2114264113 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*