

Additions and Deletions Report for

AIA® Document B133® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:52:05 ET on 05/29/2025.

PAGE 1

AGREEMENT made as of the Twenty-ninth day of May in the year Two Thousand Twenty-five

...

City of Dodgeville
100 E. Fountain Street
Dodgeville, WI 53533
Telephone Number: 608.930.5228

...

Architectural Design Consultants, Inc.
30 Wisconsin Dells Parkway
PO Box 580
Lake Delton, WI 53940
Telephone Number: 608.254.6181

...

(Name, location, and detailed description)

Administration Building
Dodgeville, WI
ADCI Project No. 24-087
Conversion of an approximately 14,000-SF building into a new city hall.
See Exhibit C - approved Schematic Design for reference.

...

Joe Daniels Construction Company, Inc.
919 Applegate Road
Madison, WI 53713
Telephone Number: 608.271.4800

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Conversion of an existing approximately 14,000-square-foot building into a city hall facility with key considerations including functionality, civic identity, budget management, space flexibility, and accommodating future needs. See Exhibit C - approved Schematic Design for reference.

...

Project location is an existing parcel and building at 410 E. Leffler Street, Dodgeville, Wisconsin. Environmental reports on existing conditions, surveys, and other information is available from the Owner.

...

To be determined.

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Design completed early April (Phase I and Phase II)

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April 2025

...

August 2025

...

[☒] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Phase I – Renovation from Library needs.

Phase II – Total Project.

...

Owner wishes to consider options to conserve energy but this is not considered a LEED or Green Certified project.

...

Barry N. Hottmann, Mayor

100 E. Fountain Street

Dodgeville, WI 53533

Telephone Number: 608.930.5228

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Joe Daniels Construction Company, Inc.

919 Applegate Road

Madison, WI 53713

Telephone Number: 608.271.4800

...

N/A

...

N/A

...

N/A

...

Justin Nagel, Principal in Charge
Tim Woolever, Architect of Record
30 Wisconsin Dells Parkway
PO Box 580
Lake Delton, WI 53940
Telephone Number: 608.254.6181

...

Harwood Engineering Consultants, Ltd
Jose Franco, Jr.
255 N. 21st Street
Milwaukee, WI 53233
Telephone Number: 414.475.5554

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...

None.

...

Note project has been approved in a fast-track method. See Exhibit D – approved letter proposal and amendments for reference.

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

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§ 2.6 Insurance. ~~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.~~

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

~~§ 2.6.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$ One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.~~

~~§ 2.6.2 Automobile Liability covering vehicles owned, owned by the Architect and non-owned vehicles used, 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, One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.~~

~~§ 2.6.3 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 2.6.1 and 2.6.2, 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; those required under Sections 2.6.1 and 2.6.2.~~

~~§ 2.6.4 Workers' Compensation at statutory limits, limits and Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) disease each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) disease policy limit.~~

~~§ 2.6.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and in the aggregate.~~

~~§ 2.6.6 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. The Owner shall be an additional insured on the Architect's primary policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.~~

~~§ 2.6.7 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. 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.~~

~~§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.~~

~~§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary 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. 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.~~

~~§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. See Exhibit A.~~

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~~§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. Project, if Architect is providing mechanical or electrical engineering. The Architect shall respond to applicable design requirements imposed by those authorities and applicable entities.~~

...

§ 3.3 Schematic Design Phase Services – See Exhibit D

...

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

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§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction ~~Manager~~-Manager, to the extent the Owner requests such assistance, in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

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§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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~~-Documents and only after the Construction Manager has performed its review. 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 Construction Manager'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.

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§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Not Provided</u>
§ 4.1.1.2 Programming	<u>Owner</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4 Measured drawings (<u>existing plans provided</u>)	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Required</u>
§ 4.1.1.6 Site evaluation and planning	<u>Not Required</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Not Required</u>
§ 4.1.1.10 Landscape design	<u>Not Required</u>
§ 4.1.1.11 Architectural interior design	<u>Architect</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Construction Manager</u>
§ 4.1.1.14 On-site project representation	<u>Construction Manager</u>
§ 4.1.1.15 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16 As-designed record drawings	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings	<u>Construction Manager</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>
§ 4.1.1.20 Tenant-related services	<u>Not Required</u>
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.22 Telecommunications/data design	<u>By Owner's Vendor</u>
§ 4.1.1.23 Security evaluation and planning	<u>By Owner's Vendor</u>
§ 4.1.1.24 Commissioning	<u>Not Provided</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26 Historic preservation	<u>Not Required</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design <u>artwork specification</u>	<u>Architect</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29 Other Supplemental Services	<u>Not Provided</u>

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4.1.1.3 Multiple preliminary designs – Architect previously furnished multiple building studies and configurations under the Schematic Design agreement.

4.1.1.7 Building Information Model (BIM) management responsibilities – Architect will manage BIM as outlined in attached E203-2013 as a Basic Service.

4.1.1.11 Architectural interior design – Architect will provide Interior Design as a Basic Service.

4.1.1.14 On-site project representation – Architect is responsible for the number of site visits defined in article 4.2.3 and responsibilities as described in Article 3.6. Any additional representation is the responsibility of the Construction Manager.

4.1.1.15 Conformed documents for construction – Architect will furnish conformed construction documents to Owner at Owner's request as a Basic Service.

4.1.1.16 As-designed record drawings – Architect will furnish as-designed record drawings to Owner at Owner's request as a Basic Service.

4.1.1.21 Architect's coordination of the Owner's consultants – Architect will furnish coordination of Owner's consultants, but only to the extent that such services directly affect the Architect and its consultants.

4.1.1.27 Furniture, furnishings, and artwork specifications – Architect will provide FF&A specifications and layout as a Basic Service.

...

4.1.1.2 Programming – Owner has already provided a basic description of Program as is described in Section 1.1.1.
4.1.1.13 Cost estimating – Owner will provide budget estimates through the Construction Manager. Architect and Owner shall be entitled to rely upon their work.

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Six (6) visits to the site by the Architect during construction
- .3 Two (2) inspections 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 Two (2) inspections for any portion of the Work to determine final completion
- .5 One (1) inspection by the Mechanical and Electrical Engineers for final review of all systems.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 6.3.1 ~~If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~ Owner shall include a contingency in the amount of five percent (5%) of the Cost of the Work as a design contingency to be used, as needed, to pay for any increased costs that arise as a result of possible omissions, ambiguities, and/or inconsistencies in the drawings and/or specifications prepared by Architect. The contingency shall not be used for cost increases which result from Owner requests, changes in governmental requirements, unforeseen conditions, or other events for which contractor would be entitled to a change order. Owner agrees to make no claim against Architect for any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions, inconsistencies, or incompleteness exceed the contingency, then Architect may be responsible for such costs incurred by Owner but only to the extent caused by Architect's negligent performance of the Services. In no event shall Architect be responsible for any increased costs that Owner incurs as part of the construction of the Project unless such costs are due to Architect's errors or omissions.

§ 6.3.2 ~~If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

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§ 8.1.2 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-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. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, ~~agents-agents~~, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

...

§ 8.1.5 The Owner agrees to make no claim against Architect for any increased cost within design contingency amount stated in Article 6.3.1. If costs due to changes resulting from design errors, omissions, inconsistencies, or incompleteness exceed the contingency, then Architect may be responsible for such costs incurred by the Owner, but only to the extent caused by Architect's negligent performance of the Services. In no event shall Architect be responsible for any increased costs that the Owner incurs as part of the construction of the Project unless such costs are due to Architect's errors or omissions.

[] ~~Litigation in a court of competent jurisdiction~~ **X** Litigation in a state court in Sauk County, Wisconsin, or Federal court in Dane County, Wisconsin, provided such venues are allowed by the laws of the state where the Project is located

...

§ 8.3 Arbitration – Intentionally Deleted

~~§ 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.~~

To be determined later by mutual agreement.

...

To be determined later by mutual agreement.

...

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

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, laws of the State of Wisconsin, 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, rules unless such election is prohibited by the laws of the state where the Project is located, in such case that state's laws such govern.

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§ 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-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.

...

Three Hundred Twenty-Seven Thousand Dollars and Zero Cents (\$327,000.00)

.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)

The above Compensation includes Work completed and billed under the Schematic Design Services Proposal dated December 2, 2024, and amendments to that Proposal dated January 16, 2025, and March 3, 2025. See Exhibit D.

...

To be determined later by mutual agreement.

...

To be determined later by mutual agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

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Schematic Design Phase	<u>Sixteen</u>	percent (<u>16</u>	%)
Design Development Phase	<u>Thirty</u>	percent (<u>30</u>	%)
Construction Documents Phase	<u>Thirty-Six</u>	percent (<u>36</u>	%)
Construction Phase	<u>Eighteen</u>	percent (<u>18</u>	%)

...

See Exhibit B.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) 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.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

10 % per annum

...

AIA Document E202™-2022, BIM Exhibit for Sharing Models with Project Participants
E202/E401-2022, Exhibit A, Project Digital Data Acceptable Use Policy

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☒ Other Exhibits incorporated into this Agreement:

...

Exhibit A – ADCI Certificate of Insurance
Exhibit B – ADCI Standard Fee Schedule
Exhibit C – Schematic Design Drawings for project scope reference.
Exhibit D – Schematic Design Proposal 12/02/2024, Amendment No. 1 Construction
Design Proposal 01/16/2025, Amendment No. 2 – Mechanical/Structural modification
03/03/2025.

...

None

...

Barry N. Hottmann, Mayor

David E. Cameron, Chief Operating Officer

...

Attested by:

Lauree Aulik
Clerk/Treasurer
City of Dodgeville

Additions and Deletions Report for AIA® Document E202™ – 2022

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PAGE 1

This Exhibit dated the Twenty-ninth day of May in the year Two Thousand Twenty-five is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

Administration Building
Dodgeville, WI
ADCI Project No. 24-087
PAGE 2

- [X] § 2.2.1.1 Planning (Examples include programming, site analysis, energy analysis, scheduling, cost and quantity estimating, and documentation of existing conditions):

Site analysis/layout, programming, design feasibility, visualization, and other design-related tasks.

- [X] § 2.2.1.2 Design (Examples include design authoring, design review, 3D coordination, structural analysis, lighting analysis, energy analysis, site utilization, and engineering analysis):

Design authoring, design coordination, engineering analysis, visualization, and other design-related tasks.

- [X] § 2.2.1.3 Construction Management (Examples include preconstruction activities, scheduling, cost estimating, value engineering, and constructability):

Drawing updates during construction (RFIs, Revisions).

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<u>Architectural</u>	<u>Architect</u>	<u>X</u>	
<u>Interior Design</u>	<u>Architect</u>	<u>X</u>	
<u>Structural</u>	<u>Structural Engineer</u>	<u>X</u>	
<u>Mechanical</u>	<u>Mechanical Engineer</u>	<u>X</u>	
<u>Electrical</u>	<u>Electrical Engineer</u>	<u>X</u>	

PAGE 4

BIM Execution Plan shall be created and updated by the Architect.

...

- [X] AIA Document G203™-2022 BIM Execution Plan, with G204™-2022 Model Element Table

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Notice shall be provided within thirty (30) days from receipt of BIM Execution Plan.

PAGE 6

Project Participants shall utilize Architect's Newforma Information Exchange platform for handling, processing, and distributing Non-BIM Digital Data. Each Project Participant is responsible for archiving any Digital Data per its own policies and procedures as long as their policies and procedures do not conflict with the terms of this Exhibit or the Agreement in general.

§ 5.1.1 If the Project Participants follow joint protocols for the creation, storage, management, archiving, and sharing of Digital Data as identified in Section 5.1, then the Project Participant responsible for Model management shall also compile an archive of Digital Data other than Models at the end of each Designated Delivery Milestone and shall preserve it without alteration. Each Project Participant shall be provided with an archive of all common Project data to which they had access during the Project at the conclusion of the Project or when they are no longer performing work or services related to the Project, whichever is earlier. Project Participants shall adhere to the policy set forth in the attached Exhibit A Project Digital Data Acceptable Use Policy.

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See Project Digital Data Acceptable Use Policy attached as Exhibit A.

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None noted

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None noted.

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Exhibit A Project Digital Data Acceptable Use Policy