AIA® Document A141™ – 2014 Exhibit C

Sustainable Projects

(Paragraphs deleted)
for the following PROJECT:
(Name and location or address)

Design-Build Services for Conduit & Fiber Installation for
Fire Safety Center

THE OWNER:
(Name, legal status and address)

City of Meridian an Idaho municipal corporation
33 E. Broadway Ave., Meridian, Idaho 83642

THE DESIGN-BUILDER:
(Name, legal status and address)

Fatbeam LLC
2065 W. Riverstone, Suite 202, Coeur d'Alene, Idaho 83814

THE AGREEMENT
The substantive provisions of AIA Document A141 – 2014 – Exhibit C (Sustainable Projects) shall not be applicable to the Agreement between the Owner and Design-Builder and have been deleted accordingly.
(Paragraphs deleted)

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.

Init.
/

AIA Document A141™ – 2014 Exhibit C. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 18:04:39 ET on 01/25/2023 under Order No.2114402301 which expires on 01/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1298483533)

Additions and Deletions Report for

AIA® Document A141™ – 2014 Exhibit C

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 18:04:39 ET on 01/25/2023.

PAGE 1

~~**for the following PROJECT:**~~
~~*(Name and location or address)*~~

~~**THE OWNER:**~~
~~*(Name, legal status and address)*~~

~~**THE DESIGN-BUILDER:**~~
~~*(Name, legal status and address)*~~

~~**THE AGREEMENT**~~
~~This Sustainable Projects Exhibit is part of the accompanying agreement for the Project between the Owner and Design-Builder (hereinafter, the Agreement) dated the day of in the year .~~
~~*(In words, indicate day, month and year.)*~~

~~**TABLE OF ARTICLES**~~

~~**C.1 GENERAL PROVISIONS**~~

~~**C.2 DESIGN-BUILDER**~~

~~**C.3 OWNER**~~

~~**C.4 CLAIMS AND DISPUTES**~~

~~**C.5 MISCELLANEOUS PROVISIONS**~~

~~**C.6 SPECIAL TERMS AND CONDITIONS**~~

~~ARTICLE C.1 GENERAL PROVISIONS~~**for the following PROJECT:**
(Name and location or address)

Design-Build Services for Conduit & Fiber Installation for
Fire Safety Center

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit C. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 18:04:39 ET on 01/25/2023 under Order No.2114402301 which expires on 01/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1298483533)

THE OWNER:
(Name, legal status and address)

City of Meridian an Idaho municipal corporation
33 E. Broadway Ave., Meridian, Idaho 83642

THE DESIGN-BUILDER:
(Name, legal status and address)

Fatbeam LLC
2065 W. Riverstone, Suite 202, Coeur d'Alene, Idaho 83814

THE AGREEMENT
The substantive provisions of AIA Document A141 – 2014 – Exhibit C (Sustainable Projects) shall not be applicable to the Agreement between the Owner and Design-Builder and have been deleted accordingly.
~~**§ C.1.1** This Exhibit, in conjunction with the Sustainability Plan and other Design-Build Documents, establishes requirements of the Owner, and the services to be provided by the Design-Builder, when the Project includes a Sustainable Objective. Except in the case of a conflict with the Owner's Criteria, where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.~~

~~**§ C.1.2 Definitions**~~
~~**§ C.1.2.1 Sustainable Objective.** The Sustainable Objective is the Owner's goal of incorporating Sustainable Measures into the design, construction, maintenance and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. If not set forth in the Owner's Criteria, the Sustainable Objective will be identified in the Sustainability Plan.~~

~~**§ C.1.2.2 Sustainable Measure.** A Sustainable Measure is a specific design or construction element, or post occupancy use, operation, maintenance or monitoring requirement, that must be completed in order to achieve the Sustainable Objective. The Owner and Design-Builder shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.~~

~~**§ C.1.2.3 Sustainability Plan.** The Sustainability Plan is a Design-Build Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews; testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.~~

~~**§ C.1.2.4 Sustainability Certification.** The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED®, Green Globes™, Energy Star or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.~~

~~**§ C.1.2.5 Sustainability Documentation.** The Sustainability Documentation includes all documentation related to the Sustainable Objective, or to a specific Sustainable Measure, that the Owner or Design-Builder is required to prepare in accordance with the Design-Build Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner and Design-Builder in the Sustainability Plan and may include documentation required by the Certifying Authority.~~

~~**§ C.1.2.6 Certifying Authority.** The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.~~

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit C. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 18:04:39 ET on 01/25/2023 under Order No.2114402301 which expires on 01/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1298483533)

ARTICLE C.2 DESIGN-BUILDER

§ C.2.1 Scope of Design-Builder's Sustainability Services Prior to Execution of the Design-Build Amendment

§ C.2.1.1 The Design-Builder shall provide the Sustainability Services described in this Section C.2.1 in conjunction with the Work described in Article 4 of the Agreement.

§ C.2.1.2 Sustainability Certification Agreements. If the anticipated Sustainable Objective set forth in the Owner's Criteria includes a Sustainability Certification, the Design-Builder shall provide the Owner with copies of all agreements required by the Certifying Authority to register the Project and pursue the Sustainability Certification. The Owner and Design-Builder will review and confirm that the terms of those agreements are acceptable to the Owner before moving forward with the Sustainability Services under this Article C.2. The Owner agrees to execute all documents required by the Certifying Authority to be executed by the Owner; including any documentation required to establish the authority of the Design-Builder, the Architect, Contractor, or a Consultant, as an agent of the Owner for the limited purpose of pursuing the Sustainability Certification.

§ C.2.1.3 Preliminary Design

§ C.2.1.3.1 Sustainability Workshop. Prior to the conclusion of Preliminary Design, the Design-Builder, and as necessary the Design-Builder's Architect, Contractors, and Consultants, shall conduct a Sustainability Workshop with the Owner and, as requested by the Design-Builder, with the Owner's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures to be targeted; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule and on the Owner's program and budget.

§ C.2.1.3.2 Sustainability Plan

§ C.2.1.3.2.1 Following the Sustainability Workshop, the Design-Builder shall prepare a Sustainability Plan based on the Sustainable Objective and targeted Sustainable Measures.

§ C.2.1.3.2.2 The Design-Builder shall submit the proposed Sustainability Plan to the Owner as part of the Design-Builder's submission of the Preliminary Design in accordance with Section 4.3.1 of the Agreement. The Sustainability Plan shall not change the Owner's Criteria unless the Owner and Design-Builder execute a Modification reflecting any such change.

§ C.2.1.4 Design-Builder's Proposal

§ C.2.1.4.1 As part of the Design-Builder's submission of the Design-Builder's Proposal, in accordance with Section 4.4.1 of the Agreement, the Design-Builder shall advise the Owner of any adjustments to the Sustainability Plan.

§ C.2.1.4.2 If the Owner and Design-Builder agree upon the Design-Builder's Proposal, including the Sustainability Plan, the Owner and Design-Builder shall include the Sustainability Plan in the Design-Build Amendment executed in accordance with Section 4.4.3 of the Agreement.

§ C.2.2 Work Following Execution of the Design-Build Amendment

§ C.2.2.1 The Design-Builder shall perform those Sustainable Measures identified as the responsibility of the Design-Builder in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

§ C.2.2.2 Construction Documents. The Construction Documents prepared by the Design-Builder shall incorporate the Sustainable Measures identified in the Sustainability Plan, as appropriate.

§ C.2.2.3 As part of the Sustainable Measures, the Work may require the use of materials and equipment that have had limited testing or verification of performance. The Design-Builder may be unable to determine whether the materials or equipment will perform as represented by the manufacturer or supplier. The Design-Builder shall discuss with the Owner the proposed use of such materials or equipment, and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Design-Builder shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit C. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 18:04:39 ET on 01/25/2023 under Order No.2114402301 which expires on 01/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1298483533)

§ C.2.3 Construction Phase

§ C.2.3.1 The Design-Builder shall meet with the Owner to discuss alternatives in the event the Owner recognizes a condition that will affect achievement of a Sustainable Measure or achievement of the Sustainable Objective. If any condition is discovered by, or made known to, the Design-Builder that will adversely affect the Design-Builder's achievement of a Sustainable Measure for which the Design-Builder is responsible pursuant to the Sustainability Plan, the Design-Builder will promptly provide notice to the Owner and meet with the Owner to discuss alternatives to remedy the condition.

§ C.2.3.2 The Design-Builder shall be responsible for preparing and completing the Sustainability Documentation required by the Design-Build Documents, including any Sustainability Documentation required to be submitted after Substantial Completion.

§ C.2.4 Waste Management

The Design-Builder, in accordance with the Design-Build Documents, shall prepare and submit to the Owner a construction waste management and disposal plan setting forth the procedures and processes for salvaging, recycling or disposing of construction waste generated from the Project. The Design-Builder shall recycle, reuse, remove or dispose of materials as required by the Design-Build Documents.

§ C.2.5 Substantial Completion

Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of a Certificate of Substantial Completion in accordance with Section 9.8.5 of the Agreement. Except for that portion of the Sustainability Documentation that by its nature must be provided after Substantial Completion, the Design-Builder shall submit to the Owner the Sustainability Documentation required from the Design-Builder by the Design-Build Documents no later than the date of Substantial Completion.

§ C.2.6 Final Completion

§ C.2.6.1 Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of the final Certificate for Payment in accordance with Section 9.10.1 of the Agreement.

§ C.2.6.2 In accordance with Section 9.10.2 of the Agreement, all Sustainability Documentation required from the Design-Builder by the Design-Build Documents shall be submitted to the Owner before final payment or any remaining retained percentage shall become due.

§ C.2.7 Project Registration and Submissions of Sustainability Documentation to the Certifying Authority

§ C.2.7.1 If the Sustainable Objective includes a Sustainability Certification, the Design-Builder shall perform the services set forth in this Section C.2.7.

§ C.2.7.2 The Design-Builder shall register the Project with the Certifying Authority. Registration fees and any other fees charged by the Certifying Authority, and paid by the Design-Builder, shall be a reimbursable expense.

§ C.2.7.3 The Design-Builder shall collect, organize and manage the Sustainability Documentation; and submit the Sustainability Documentation to the Certifying Authority as required for the Sustainability Certification process.

§ C.2.7.4 Subject to Section C.3.4 and provided the Design-Builder receives timely notice from the Owner or Certifying Authority, the Design-Builder shall prepare and file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

§ C.2.7.5 The Design-Builder shall prepare and submit the application for certification of the Project to the Certifying Authority, including any required supporting documentation, in accordance with the Sustainability Plan.

§ C.2.7.6 The Design-Builder shall prepare responses to, and submit additional documentation required by, comments or questions received from the Certifying Authority.

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit C. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 18:04:39 ET on 01/25/2023 under Order No.2114402301 which expires on 01/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1298483533)

§ C.2.7.7 Any certification, declaration or affirmation the Design-Builder makes to the Certifying Authority shall not constitute a warranty or guarantee to the Owner or the Owner's contractors or consultants.

§ C.2.8 Copyrights and Licenses

§ C.2.8.1 Solely for the purpose of obtaining or maintaining the Sustainability Certification, the Design-Builder grants to the Owner a nonexclusive license to submit the Design-Builder's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority and further grants the Owner a nonexclusive license to allow the Certifying Authority to publish the Instruments of Service in accordance with the policies and agreements required by the Certifying Authority. The licenses granted in this Section C.2.8 are valid only if the Owner substantially performs its obligations under the Agreement, including prompt payment of all sums when due.

§ C.2.8.2 The Design-Builder 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 and to allow the Certifying Authority to publish the Instruments of Service, or any other information, in accordance with the policies and agreements required by the Certifying Authority.

§ C.2.8.3 Submission or distribution of Instruments of Service to meet requirements of a Certifying Authority, in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder or those of the Architect, Consultants and Contractors.

ARTICLE C.3 OWNER

§ C.3.1 The Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, or as otherwise required by the Design-Build Documents. The Owner shall require that each of its separate contractors and consultants performs the separate contractor's or consultant's services in accordance with the Sustainability Plan.

§ C.3.2 The Owner shall provide to the Design-Builder information requested by the Design-Builder that is reasonably relevant and necessary for achievement of the Sustainable Objective.

§ C.3.3 Unless the Design-Build Documents provide otherwise, the Owner shall provide the services of a commissioning agent who shall be responsible for commissioning of the Project.

§ C.3.4 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the Certifying Authority, or taking any other actions determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded Sustainability Certification.

§ C.3.5 The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

ARTICLE C.4 CLAIMS AND DISPUTES

Waiver of Consequential Damages Relating to the Sustainable Objective. The Owner and Design-Builder waive claims against each other for consequential damages resulting from the failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures, including unachieved energy savings, unintended operational expenses, lost financial or tax incentives, or unachieved gains in worker productivity.

ARTICLE C.5 MISCELLANEOUS PROVISIONS

The Owner and Design-Builder acknowledge that achieving the Sustainable Objective is dependent on many factors beyond their control, such as the Owner's use and operation of the Project or the work or services provided by the Owner's separate contractors or consultants; or interpretation of credit requirements by a Certifying Authority. Accordingly, the Design-Builder does not warrant or guarantee that the Project will achieve the Sustainable Objective.

ARTICLE C.6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Sustainable Projects Exhibit, if any, are as follows:

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit C. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 18:04:39 ET on 01/25/2023 under Order No.2114402301 which expires on 01/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1298483533)

Additions and Deletions Report for AIA Document A141™ – 2014 Exhibit C. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 18:04:39 ET on 01/25/2023 under Order No.2114402301 which expires on 01/24/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1298483533)