

AGREEMENT
For
PROFESSIONAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
ALL ENVIRONMENTAL, INC (D.B.A. AEI CONSULTANTS)

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and **ALL ENVIRONMENTAL, INC (D.B.A. AEI CONSULTANTS)**, with an address of **112 Water Street, 5th Floor, Boston, MA 02116**, (hereinafter "Consultant") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH:

WHEREAS, City desires to engage the Consultant to render certain professional services as outlined in the Scope of Work in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. **Services.** City agrees to engage the services of the Consultant and the Consultant agrees to perform the professional services outlined in Exhibit A. City may add to the Consultant services or delete therefrom activities of a similar nature, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities or prepare written reports only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City Manager and shall be accepted and countersigned by the Consultant.

2. **Subcontracts.** Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. None of the work or services covered by this Agreement shall be subcontracted or assigned without the written approval of City.

3. **Term.** The services of Consultant shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement, but in any event, all of the services required

hereunder shall be completed by **120 days following the Effective Date of this contract**, unless the Parties agree otherwise, in writing.

4. **Payment.** City agrees to pay Consultant the sum of **Sixty-eight Thousand Eight Hundred Ninety Three Dollars and No Cents (\$68,893.00)** which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement. Payment shall be made as follows: Consultant shall submit an invoice to City for the percentage of services rendered to date under this Agreement not more than once every month. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Consultant for the services rendered, provided City does not contest the invoice, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion of the project and acceptance by City, the five percent (5%) of payment for services retained by City will be paid to Consultant. It is expressly understood that in no event will the total amount to be paid to Consultant under the terms of this Agreement or any amendment thereto exceed the sum set forth in this paragraph unless otherwise agreed to in writing between the parties in advance of the provision of such services.

5. **Termination.** City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City. In such event, Consultant shall immediately stop work and City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by Consultant. Should City terminate this Agreement, Consultant shall refund any advance payment made and amount due to the City within thirty (30) days of the termination date.

6. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

Public Works Department
ATTN: **David Nichols**
P.O. Box 6015
Columbia, MO 65205-6015

If to CONSULTANT:

AEI CONSULTANTS
ATTN: **Douglas A. Olson, PE**
112 Water Street, 5th Floor
Boston, MA 02116

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand and on deposit by the sending party if delivered by courier or U.S. mail.

7. **Compliance with Laws.** Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

8. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. **Employment of Unauthorized Aliens Prohibited.** Consultant agrees to comply with Missouri Revised Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require any subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require any subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

10. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, so as to constitute any such person a third-party beneficiary under the Agreement.

11. **No Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

12. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of

Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Columbia from the City of Columbia's own negligence.

14. **Professional Oversight Indemnification.** Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.

15. **Audit.** Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

16. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.

17. **General Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not the City's employee for all purposes.

18. **Contract Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

19. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement

shall be effective unless in writing specifically referring hereto, and signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number **67106710-504990**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Michele Nix, Director of Finance

(Seal)

ALL ENVIRONMENTAL, INC.



By: _____
Name: Douglas A. Olson, PE

Title: Vice President

Date: January 8, 2017

ATTEST: 

By: _____
Secretary or Witness
Name: Caroline Keaveney

EXHIBIT A
SCOPE OF WORK



Basic Scope of Services - January 8, 2018

OVERVIEW: AEI Consultants will take a systematic approach to completing those tasks associated with this project. AEI will utilize the scope of work outlined in ASTM Standard E2018-15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

PROJECT MOBILIZATION:

Kick off Meeting: This kick-off meeting will review the scope of work, identify available records, review a proposed schedule, determine report format and delivery – provide sample report, identify AEI team members suited to the project, and agree on Final Scope of Work.

FINAL SCOPE OF WORK:

Research and Data Collection:

1. AEI will review available architectural and engineering plans, capital budgets, work orders, and contracts for each building
2. AEI will provide a pre-survey questionnaire to identify and quantify characteristics, condition, quantity, and ages of building systems and components.
3. AEI will request energy usage records from local utility providers. The past 3 years of water, gas, and electric usage – on a monthly basis will be requested.
4. AEI will work with client staff to research and collect available data.

Interviews:

1. After a review of available project documentation and plans, AEI will interview individuals knowledgeable about the buildings' maintenance, capital improvements and energy consumption history. Interviews with outside maintenance firms and service providers (fire alarm, elevator, plumbing, and mechanical.)

Field Assessments:

1. After a review of plans, prior reports, AEI will conduct a field assessment of the buildings and grounds of each property. AEI will also tailor the field assessment based upon the document reviews conducted prior to the site visits. At a minimum, the following areas will be surveyed:
 - Building structural systems will be evaluated
 - Site development, including landscaping, drainage, site structures, pavements, and exterior lighting of the property will be reviewed
 - Building exterior envelope, including roofing, walls, windows, and doors will be surveyed
 - A representative sampling of building interior finishes will be evaluated.



- Mechanical, electrical, plumbing, and fire safety systems will be identified and evaluated.

Data Collection and Delivery:

Electronic Data Collection: AEI's team of professionals will be utilizing tablet PC and iPads to collect information from the field. AEI will be utilizing our strategic partner; 4tell™ Solution's software platform to collect, store and analyze data. This powerful system also allows AEI to geo-code and tag (bar code) assets, as well as to take photographs of same. The system is designed to provide streamlined data collection, data processing and reporting capabilities. From the start of the walk-through survey, document review and interviews, to the generation of the summary report, the system adapts to the natural work-flow, data capture, analysis and reporting processes required for a comprehensive Facility Condition Assessments. The wireless synchronization of data collection minimizes field time as it reduces duplicate data entry, improves quality assurance and control processes, and provides access to information that reflects current conditions. This system is designed to synchronize with maintenance management software platforms. This is at both the application and database level. As such, the data can easily be uploaded to the client's computerized maintenance management software program. AEI's software solution can also export the data into MSExcel format.

Asset Inventory and Barcoding: AEI will take an inventory of major mechanical, electrical, elevator, plumbing, and fire safety equipment (assets) and apply bar code stickers to same. GPS coordinates of the equipment can also be collected at no extra fee if requested by the client. Bar codes applied in the field will be included as part of AEI's electronic data collection regimen. Each building will have individual numeric bar codes to differentiate same from other buildings in the portfolio. All data will be transferred into the computerized maintenance management system (CMMS).

ASHRAE Level I Energy Audits: EI follows the protocols of ASHRAE Level I Energy Audit Guidelines.

As part of the FCA Inspection work, a review of all building systems relevant to energy usage will be completed.

The scope of work for this energy audit is intended to meet the industry best practice for the assessment of a building's energy cost and efficiency by analyzing energy bills and conducting a brief on-site survey of the building. A Level I energy analysis will identify and provide a savings and cost analysis of low-cost/no-cost measures. It will also provide a listing of potential capital improvements that merit further consideration, and an initial judgment of potential costs and savings.



Finally, the energy audit report concludes with specific recommended energy conservation and cost savings measures that meet the client's energy efficiency investment criteria. AEI will perform the following tasks to complete the proposed technical reports:

- Review previous Energy Conservation Benchmarking Reports already prepared by the City of Columbia on the various buildings.
- Perform a brief walk-through survey of the facility to become familiar with its construction, equipment, operation, and maintenance.
- Meet with owner/operator and occupants to learn of special problems or needs of the facility. Determine if any maintenance problems and/or practices may affect efficiency.
- Perform a space function analysis, guided by the forms in the "Walk-Through Data" section. Determine if efficiency may be affected by functions that differ from the original functional intent of the building.
- Perform a rough estimate to determine the approximate breakdown of energy use for significant end-use categories, including weather and non-weather related uses.
- Identify low-cost/no-cost changes to the facility or to operating and maintenance procedures, and determine the savings that will result from these changes.

Identify potential capital improvements for further study, and provide an initial estimate of potential costs and savings.

AEI will also make recommendations as to what buildings would benefit from a Level II Energy Audit which includes cost analysis and payback periods for installation of Energy Conservation Measures and equipment.

Database Application

AEI has also chosen iPlan™, a maintenance management platform that syncs with AEI's data collection tablets. The system provides a central knowledge software base that is used to assist with the capital planning process. The database is able to generate up-to-the-minute information on deficiencies, corrective actions, equipment lifecycles, maintenance requirements and replacement dates for various building components. iPlan™ and 4Tell Solutions data collection devices will be designed to sync perfectly with the a computerized maintenance management system that the client intends to use.

- An inventory of various building systems and equipment, it's effective age and condition will be taken during the field inspections. This information will be transposed to the various report sections: (Narrative Write-Up, Photo Documentation & Excel Cost and Reserve Tables)
- Costs associated with fire & life safety issues, deferred maintenance and a long-term capital reserve extending out to 10 - 30 years (or any specific timeframe requested by the client will be included in the report)



Report Delivery:

One summary report for each facility (23 total) with costs estimates and future capital reserve expenditures will be prepared. AEI's team of engineers and architects will assess all the improvements at each location and prepare a narrative report on same. The report will include the following:

- General Description of the property/park in accordance with ASTM E2018-15. A sample capital planning Facility Condition Assessment Report (FCA report) is included as Appendix "A" to this scope of work. Please note that after contract award, AEI will prepare a site specific FCA report specifically tailored to this project which will be approved by the City of Columbia.
- An inventory and description of each asset (mechanical equipment, doors, windows, roofing, etc. AEI will also provide a discussion on significant defects. This inventory will also include bar-coding of assets which is discussed in further detail on Page 4 of this Scope of Work.
- Cost Estimates for those assets regarding deferred maintenance and an estimate as to when replacement of said asset or a component of said asset (such as a roof or mechanical system).
- A Capital Planning Replacement Reserve for 10-30 years (at client's discretion) for various equipment and assets.
- A Facility Condition Index (aka Life Cycle Cost Analysis) of the facilities and associated components.
- All data obtained in Facility Condition Assessment will be placed into MS Excel format and will be formatted to be uploaded into the City's Computerized Maintenance Management Software application.

Cost Estimate & Prioritization Categories: AEI will utilize the following deficiency categories based upon needs and priorities: Priority 1 – Critical – within the next 12 months; Priority 2 – High Priority (Action needed in next 2 to 5 years); Priority 3 - Necessary – within 5 to 10 years; Priority 4 – Deferrable – Greater than 10 Years. These costs estimates and spreadsheets will be provided for each facility as well as the entire portfolio so prioritization of repairs and replacements can be made.

Computerized Maintenance Management System Review. As part of the FCA process, AEI ensure that AEI's data format will sync perfectly with the City's Munis Software system. AEI will complete an initial Needs Assessment with the City and review the Munis software application's requirements. All data collected will be able to be stored in the MUNIS Computerized Maintenance Management System (CMMS).

Database Integration: AEI's database will be designed to integrate with a Computerized Maintenance Management System (CMMS) software. iPlan software and the database of information collected during the FCA inspection and will be designed with to integrate seamlessly with the existing maintenance management software system.



OPTIONAL SERVICES:

Should AEI's Level I Energy Audits identify a potential savings in energy costs through the addition of Energy Conservation Measures, a recommendation to complete Level II Energy Audits will be made. The scope of work for this additional service is presented below:

ASHRAE LEVEL TWO ENERGY AUDITS: An ASHRAE Level II Energy Assessment. AEI follows the scopes of work as stated in ASHRAE D-90450 "Procedures for Commercial Building Energy Audits, Second Edition", to complete these technical requirements.

The scope of work for this energy audit is intended to meet the industry best practice for the assessment of a building's energy performance including the baseline annual energy and water use and cost calculations as well as the projected upper and lower range of energy and water use and cost considering the impact of the primary independent variables (historical weather, occupancy and operating hours). Additionally, the scope of work includes industry best practice performance benchmarking of the subject property's energy key performance indicators to its relevant peer groups at the national to local market level and the identification of green building performance attributes that may add financial asset value.

Finally, the energy audit report concludes with specific recommended energy and water conservation and cost savings measures that meet the client's energy efficiency investment criteria.

AEI will perform the following tasks to complete the proposed technical reports:

- A detailed building survey, including energy and water consumption and peak demand analysis
- Interviews with knowledgeable persons (i.e. owners, property managers, tenants)
- Obtain and review information related to energy and water use at the property (must be provided from client, owner, operator or key site manager)
- Identify and provide the savings and cost analyses of all practical efficiency measures (EEMs or ECMs) that meet the Owner's/Operator's constraints and economic criteria, along with proposed changes to operation and maintenance (O&M) procedures
- Analyze records related to energy consumption and water usage for comparison to similar properties nationwide utilizing Energy Star Portfolio Manager.
- If the Property Owner is unwilling or unable to provide building energy and water use and cost information, the energy audit cannot be performed accurately.
- Report includes photographs, graphs and discussion of following topics relative to the site
 - Energy Performance and CO₂ emitted annually (Carbon Footprint)
 - The results of the Energy Audit may indicate that potential energy savings may be realized by upgrading components and building systems



AEI Consultants

Environmental & Engineering Services

ASSETS TO BE SURVEYED & FEES:

Building	Square feet	FCA Fee	Bar Coding Add-on Fee	Energy Audit Add-on Fee
Firestation 1	16,332	\$2,395	\$167	\$206
Firestation 2	3,696	\$2,104	\$103	\$105
Firestation 4	3,938	\$2,110	\$105	\$107
Firestation 5	2,980	\$2,088	\$100	\$99
Firestation 6	3,692	\$2,104	\$103	\$105
Firestation 8	8,272	\$2,209	\$126	\$141
Firestation 9	7,891	\$2,200	\$124	\$138
Firestation Training Center	3,260	\$2,094	\$101	\$101
Howard Building	20,620	\$2,493	\$188	\$240
City Hall	120,000	\$4,779	\$685	\$1,035
Police Station	26,260	\$2,623	\$216	\$285
Gentry Building	7,240	\$2,186	\$121	\$133
Police Training Center	9,500	\$2,238	\$133	\$151
Wabash Bus Station	3,698	\$2,104	\$103	\$105
Activity Rec Center (ARC)	51,129	\$3,195	\$341	\$484
Parks Management Center	9,820	\$2,245	\$134	\$154
Armory	9,820	\$2,245	\$134	\$154
Reichman Bldg	9,913	\$2,247	\$135	\$154
WaterMoss Bldg	4,700	\$2,127	\$109	\$113
Jones Rental	4,200	\$2,116	\$106	\$109
Waters House	2,400	\$2,074	\$97	\$94
Grissum Building	45,786	\$3,073	\$314	\$441
Health Department	29,740	\$2,703	\$234	\$313
TOTAL	423,893	\$55,750	\$3,979	\$4,964
	\$ / SF:	\$0.13	\$0.01	\$0.01

Fees:

- 23 Facility Condition Assessment Reports: **\$55,750**
 - Global FCA Repair & Replacement Budget for entire portfolio of buildings: **\$2,100**
 - Consultation with City and City's IT Department for database integration: **\$2,100**
 - Bar Coding Add On Service – All Buildings: **\$3,979**
 - Level I Energy Audits – Add-On Service – All Buildings: **\$4,964**
- Total Fee for All Services: \$68,893**

Billing Rate Schedule for out of scope services:

Project Executive: \$175/hr

Sr. Project Manager (RA, PE, VP of Capital Planning): \$175/hr

Field Engineer / Architect: \$150/hr

Administrative Support: \$55/hr

All work associated with this project will be completed within 120 calendar days



Welcome Sara Guerin

User ID SGUE2108

Last Login 01:46 PM - 09/21/2015

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Click any for help

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 - New Case
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 - Close Company Account
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 - View Essential Resources
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 - Share Ideas
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Company Information

Company Name: All Environmental, Inc.

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Company ID Number: 287648

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 2500 Camino Diablo
 Address 2:
 City: Walnut Creek
 State: CA
 Zip Code: 94597
 County: CONTRA COSTA

Mailing Address:

Address 1:
 Address 2:
 City:
 State:
 Zip Code:

Additional Information:

Employer Identification Number: 680288965
 Total Number of Employees: 100 to 499
 Parent Organization:
 Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

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Total Hiring Sites: 1

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Total Points of Contact: 1

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