

CITY OF COLUMBIA AGREEMENT #92/2023
FOR
ENERGY & UTILITY RESOURCE CONSERVATION PROGRAM SERVICES
PHASE I: PROJECT DEVELOPMENT
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- A RFP #92/2023
- B Firm's Proposal, submitted June 14, 2024, in response to RFP



AGREEMENT
Between
THE CITY OF COLUMBIA, MISSOURI
And
AMERESCO, INC.
For
ENERGY & UTILITY RESOURCE CONSERVATION PROGRAM SERVICES
PHASE I: PROJECT DEVELOPMENT

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Ameresco, Inc., with an address of 10 LaSalle Street, Suite 3450, Chicago, IL 01701 (hereinafter "Firm"), is entered into on the date of the last signatory noted below (the "Effective Date"). City and Firm are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City desires to engage Firm to render certain professional services for energy and utility resource conservation program services as outlined in City's Request for Proposal #92/2023 attached as Exhibit A, and in Firm's Proposal in response to RFP attached as Exhibit B; and

WHEREAS, City desires to proceed at this time through this Agreement with Phase I: Project Development, and to potentially proceed with later phases of the overall project through future agreements with Firm; and

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

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services and Performance Standards.

a. Scope of Services. The Scope of Services generally involves the professional services for energy and utility resource conservation program services. The overall project is more fully described in City's Request for Proposals #92/2023 (hereinafter "RFP") attached as Exhibit A and incorporated herein, and in Firm's Proposal in response to RFP (hereinafter "Firm's Proposal") attached as Exhibit B and incorporated herein. For this Agreement, the Scope of Services shall be the Investment Grade Audit and Project Proposal (hereinafter "Phase I: Project Development") as set forth in the RFP and in Firm's Proposal. For this Agreement, the Scope of Services shall initially include the following buildings:

Activity and Recreation Center (ARC)
1701 W. Ash Street
Columbia, MO 65203
73,000 square feet

and

Armory Sports and Recreation Center
701 E. Ash
Columbia, MO 65201
21,468 square feet

and

Other buildings designated by City as provided in paragraph 2.

While City and Firm may subsequently proceed with later phases of the overall project through future agreements or amendments, phases beyond Phase I: Project Development are not included within the Scope of Services of this Agreement.

b. Firm shall be an Energy Service Company (hereinafter “ESCO”) with the capability to identify, design, install, maintain, monitor, and arrange financing of a comprehensive utility conservation program. This program includes the services listed in the RFP. ESCO refers to an entity qualified to provide a turnkey utility conservation program that includes the services listed in the RFP and meets the minimum eligibility requirements. Firm, as an ESCO, shall be qualified, working within, and compliant with Missouri Revised Statute Section 8.231, as amended. City may enter into single or multiple contracts to perform Investment Grade Audits (hereinafter “IGA”) of facilities and infrastructure described in the RFP. Performance of such work may be engaged through additional or amended contracts.

c. Firm shall address all utility and water consumption across city facilities and infrastructure for this conservation program. Additionally, Firm shall provide guidance on upgrades to outdated and obsolete equipment. Firm shall have demonstrated capability in engineering and management to provide a broad range of services, including but not limited to Investment Grade Audit and Project Proposals; Construction, Implementation, and Commissioning of Financing; and Guaranteeing of Performance and Monitoring, as set forth in the RFP.

d. Firm shall have demonstrated capability to address components and applications including, but not limited to, interior and exterior lighting, space heating, ventilation, air-conditioning, building envelope, heat recovery, energy and water management systems, environmental system controls, motors, domestic water heating, fuel switching, air distribution systems, utility

distribution systems, metering, water and wastewater treatment, street lighting, capital needs assessment, or other energy, water, utility, or infrastructure conservation related improvements or equipment including improvements or equipment related to renewable energy.

e. Firm shall provide a major reduction in annual utility consumption, lost revenues, and associated operational costs through the implementation of this utility conservation program. Firm shall provide monitoring and verification of utility savings and any operational savings. If requested by City, Firm shall arrange financing or assist City in procuring the most cost-effective funding for the project.

f. Firm shall identify potential improvements, develop appropriate funding mechanisms, implement improvements, and guarantee their performance. All facilities owned, managed or operated by City at any time during the term of the Agreement shall be considered for this Phase I: Project Development. Specific facilities now operated by City are set forth in the RFP. Additional facilities not yet identified that are or will be under the ownership or control of City at any time during the Agreement may be included in the scope of work through amendment to the Agreement.

g. Firm shall be capable of providing solutions to current and future infrastructure needs and challenges that result in energy, operational, and capital cost savings through a financially backed guarantee of savings.

h. Prior to beginning any work on Project, Firm shall resolve with City any perceived ambiguity in Phase I: Project Development. City shall issue a written notice to proceed. Firm shall not prepare a written report unless and until the City directs Firm to do so.

i. Firm shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices, and Firm shall provide an ASHRAE level 3 energy audit in effect at the time of performance for portions of the project anticipated to move into construction. If Firm fails to meet the foregoing standards, Firm shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct errors and omissions which are caused by Firm's failure to comply with the above standard.

j. Schedule. On or after the Effective Date, the City shall issue the notice to proceed and Firm shall proceed in accordance with the timeline contained in the Schedule of Work within Firm's Proposal for Phase I: Project Development. Firm shall structure the program's implementation schedule in a manner to minimize financed capital needs.

2. Addition or Deletions to Services. City may add to Firm's services or delete therefrom, and may add, remove or change buildings within the Scope of Services, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Firm shall undertake such changed activities only upon the written direction of City. All such directives and changes shall be in written form and prepared and approved by the Parties. Changes in the Schedule of work shall be specifically identified and agreed to by Firm and City at the time such services are added or deleted.
3. Exchange of Data. All information, data, and reports in City's possession and necessary for the carrying out of the work, shall be furnished to Firm without charge, and the Parties shall cooperate with each other in every way possible in carrying out the Scope of Services.
4. Personnel. Firm represents that Firm will secure at Firm's own expense, all personnel required to perform the services called for under this Agreement by Firm. Such personnel shall not be employees of or have any contractual relationship with City, except as employees of Firm. All of the services required hereunder will be performed by Firm or under Firm's direct supervision. All Firm's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City.
5. Term. This Agreement shall commence on the Effective Date. The term of the overall project contemplated within this Agreement is not-to-exceed fifteen (15) years from the final date of installation per state statute. The term of this Agreement regarding Phase I: Project Development shall not exceed five (5) years and three (3) months.
6. Costs not to Exceed. In the event City and Firm do not move forward with later phases of the overall project within 90 days of submission of the Audit, City agrees to pay Firm a price per square foot (\$/ft²) of **Nine Cents (\$0.09) per square foot** as set forth in Firm's Response for facilities evaluated during Phase I: Project Development. In the event City and Firm move forward with later phases of the overall project, payment by City to Firm will be established in future agreement(s) and such agreement(s) will contemplate work completed by Firm in Phase I: Project Development in addition to later phases in the overall project. Absent further amendment to this Agreement, the agreement amount that City shall pay Firm shall not exceed **Twelve Thousand Dollars and No Cents (\$12,000.00)** as total payment for Phase I: Project Development in accordance with the requirements and terms and conditions set forth in this Agreement.
7. Payment.

a. Conditioned upon acceptable performance. Provided Firm performs the services in the manner set forth in Paragraph 1 hereof, City agrees to pay Firm in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to Firm for services rendered under this Agreement, City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.

b. City shall have twenty (20) days from the date of receipt of the invoice to register City's disapproval of the work billed on that invoice. Following Firm's receipt of said disapproval, Firm shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, Firm shall notify City of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

c. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Firm for the services rendered. City shall pay Firm within thirty (30) days of receipt of an invoice.

8. Termination of Agreement.

a. Termination for Breach. Failure of Firm to fulfill Firm's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Phase I: Project Development agreed to by both Parties shall constitute a breach of this Agreement, and City shall thereupon have the right to immediately terminate this Agreement. City shall give seven (7) days written notice of termination to Firm by one of three different means: Facsimile Transmission ("FAX") if Firm has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to Firm; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Firm or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, City, at its sole option, may utilize any and all finished documents, data, studies, and reports or other materials prepared by Firm under this Agreement prior to the date of termination. Firm shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of this Agreement by Firm. City may utilize any unfinished documents, data, studies, and reports or other material prepared by Firm under this Agreement prior to the date of termination, but City shall do so at City's own risk and Firm shall not be liable for such use. To the extent allowed by law, **City hereby agrees to indemnify and hold harmless Firm for any liability, loss, cost, expense, or damage which may result from the use of the documents and/or memoranda provided by Firm hereunder (whether under this Section 8(a) or under**

Section 8(b)) in the implementation of the energy savings recommendations made by Firm without its continued involvement.

b. Termination for Convenience. City shall have the right at any time by written notice to Firm to terminate and cancel this Agreement, without cause, for the convenience of City, and Firm shall immediately stop work. In such event, City shall not be liable to Firm 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 Firm for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, City, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, surveys and reports or other materials prepared by Firm under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at City's own risk and without any liability to Firm. Anticipatory profits and consequential damages shall not be recoverable by Firm.

Ameresco's obligation to provide the Development Work under this Development Agreement may be terminated by Ameresco:

- (a) Upon seven (7) days written notice if Ameresco believes that Ameresco is being requested by Customer to furnish or perform services contrary to Ameresco's responsibilities as a qualified professional services firm; or
- (b) Upon seven (7) days written notice if Ameresco's services for the Development Work are delayed or suspended for more than ninety (90) days for reasons beyond Ameresco's control.

In the event of termination pursuant to this Section 8, Customer will pay Ameresco for its time incurred on the basis of percent complete utilizing the total fixed price outlined in Section 6 above. Reimbursables, including out of pocket expenses for the following items: travel, reproductions, photographic developing, and printing shall also be included as a part of the termination fee, not to exceed the fixed price outlined in Section 6 above.

9. Ownership of Intellectual Property and Work Product.

a. Any software, research, reports, studies, surveys, data, photographs, videos, negatives or other documents, drawings or materials prepared by Firm in the performance of its obligations under the Agreement shall be the exclusive property of the City and all such materials shall be delivered to the City by Firm upon completion, termination or cancellation of the Agreement. Firm may, at its own expense, keep copies of all its writing for its personal files. Firm shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Firm's obligations under this contract without prior written consent of the City; provided, however, that Firm shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to

copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

b. Notwithstanding the City's ownership of the work product, City acknowledges and agrees that: (i) Firm has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by Firm in the performance of the Phase I: Project Development or not, at any time and without limitation, and (ii) Firm retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

Pre-existing works include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall enure to the City. To the extent that Firm incorporates pre-existing work into a derivative work for City, Firm will retain ownership of such derivative work, except for those items identified in Paragraph 9.a above, and provided that it hereby grants City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction without written permission from Firm.

10. Insurance. Firm shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI.

a. Workers' Compensation & Employers Liability. Firm shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. Firm shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. Firm shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event Firm does not own automobiles, Firm agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. Professional Liability. If the Scope of Services require the work of a licensed professional, Firm agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. For policies written on a "Claims-Made" basis, Firm agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Firm agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Firm of the obligation to provide replacement coverage.

e. Firm agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

f. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Phase I: Project Development to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the Firm and City. Firm is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.

g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, sovereignty, immunities, or protections provided under federal, state or local laws or rules as from time to time amended, or otherwise available to City, or its elected officials or employees.

h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Firm fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement without notice.

11. Conflicts. No salaried officer or employee of City and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Firm further covenants that in the performance of this Agreement no person having such interest shall be employed.

12. Assignment. Firm shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of City thereto. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under this Agreement, though City will attempt to so notify any such assignee.
13. Compliance with Laws. Firm agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.
14. Employment Of Unauthorized Aliens Prohibited. Firm agrees to comply with Section 285.530, RSMo, as amended, in that Firm 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, Firm 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. Firm 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. Firm shall require each subcontractor to affirmatively state in its contract with Firm 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. Firm shall also require each subcontractor to provide Firm 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.
15. General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Firm will be an independent contractor and not City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Firm will retain sole and absolute discretion in the judgment of the manner and means of carrying out Firm's activities and responsibilities hereunder. Firm agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Firm and City, and City will not be liable for any obligation incurred by Firm, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Firm shall indemnify and hold harmless the City of Columbia, its directors, officers, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) from third-party claims for bodily injury or damage to property to the extent arising by reason of any negligent act or negligent failure to act, of Firm, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Firm or a subcontractor for part of the services), of anyone directly or indirectly employed by Firm or by any subcontractor, or of anyone for whose acts Firm or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Firm to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.

In no event shall Firm be liable for any special, consequential, incidental, punitive, exemplary or indirect damages in tort, contract or otherwise, including, without limitation, loss of profits, loss of use of the buildings or other property, or business interruption, howsoever caused, in connection with this Agreement.

17. **No Waiver of Sovereign Immunity.** 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 constitution or law.
18. **Professional Oversight Indemnification.** Firm understands and agrees that City has contracted with Firm based upon Firm representations that Firm 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, Firm 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 Firm.
19. **Professional Responsibility.** Firm shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices.[Reserved.]
20. **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.
21. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any

other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.

22. Certification/Licensing. Firm agrees to comply with all applicable local, state, and federal certification and licensing requirements and applicable laws and to remain in “good standing” with all applicable oversight entities. To the extent required by Section 327.401 of the Missouri Revised Statutes, as amended, Firm understands and agrees that the person personally in charge of supervising the professional engineering services of Firm under the Agreement shall be licensed and authorized to practice engineering in Missouri, and the Firm will keep and maintain a valid certificate of authority from the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects.

23. Notices. Any notice, demand, request, or communication required or authorized by this 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:

City of Columbia
Office of Sustainability
ATTN: Eric Hempel
P.O. Box 6015
Columbia, MO 65205-6015

If to Firm:

Ameresco, Inc.
ATTN: Jay Fleishman
1900 Spring Rd, Suite 400
Oak Brook, IL 60523

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 or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

24. Public Records Act. City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and Firm agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
25. Amendment. Except as specifically provided herein, no amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

26. **Audit.** Firm 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 Firm to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.
27. **Nondiscrimination.** During the performance of this Agreement, Firm shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, receipt of governmental assistance, source of income, or any other legally protected category. 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.
28. **Missouri Anti-Discrimination Against Israel Act.** To the extent required by Missouri Revised Statute Section 34.600 and not in violation of the state or federal constitution, Firm certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
29. **Counterparts and Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
30. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

Exhibits

A RFP #92/2023

B Firm's Proposal, submitted June 14, 2024, in response to RFP

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of

a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

31. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Phase I: Project Development herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Firm's services on this Phase I: Project Development described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number **11000610 504990**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Director of Finance

AMERESCO, INC.

By: _____

Name: Ron Haxton

Title: Senior Vice President

Date: 3/13/25

ATTEST:

By: _____

Name: _____