



Project Leaders



City of Stamford

New Westhill High School,
RFP No. 887

Owner's Representative Services

October 27, 2022 | Fee Proposal

Prepared for

Erik J. Larson
Purchasing Agent
City of Stamford

Prepared by

Charles E. Warrington, Jr., PE
Director, Project Management Services
Colliers Project Leaders



October 27, 2022

Mr. Erik J. Larson
Purchasing Agent
City of Stamford
888 Washington Boulevard
Stamford, CT 06901

**Subject: Proposal to Provide Owner's Representative Services
for the New Westhill High School, RFP No. 887**

Dear Mr. Larson:

Enclosed for your consideration is our fee proposal to accompany our qualifications for the New Westhill High School Project. We have constructed a fee that we believe represents a properly staffed project to meet the requirements of the RFP as well as the requirement by OSCG&R. Given the size and complexity of this project compared to most other projects in Connecticut, providing adequate staff to properly manage it is imperative to keeping the project on schedule and within budget.

Our fee proposal is based upon on a two-year pre-construction phase (architect selection, design, permitting, bidding) and a 42-month construction phase with 6-months for FF&E installation, moves, punch list and closeout. We are providing a separate allowance for Multivista construction documentation services. We are enclosing Multivista's quote in this proposal to provide transparency in our proposal. This service will be provided without markup.

We are providing our fee proposal by phase and are including the estimated hours per month by each team member as well. Our fees include attendance at all building committee meetings and city/BOE meetings as needed. It also includes attendance at all OSCG&R meetings.

Preconstruction Phase (24 months)	
Architect Selection (3 months)	
Architect Selection Phase Fee	\$79,560
Hours per Month for Each Team Member	
Chuck Warrington (Director)	34
Adam Levitus (Project Manager)	68
Judy Denny (Asst. Project Manager)	34

Design Phase

Includes remaining professional services procurement: 18 months

Design Phase Fee	\$448,924
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Hours per Month for Each Team Member

Chuck Warrington (Director)	17
Adam Levitus (Project Manager)	68
Judy Denny (Asst. Project Manager)	34

Additional Support Hours included for design reviews by our construction representative and MEP Technical support as well as financial analyst support.

Bidding Phase

Includes bid assistance, attendance at pre-bid walk throughs, scope reviews, GMP review, etc.: 3 months

Design Phase Fee	\$108,741
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Hours per Month for Each Team Member

Chuck Warrington (Director)	17
Adam Levitus (Project Manager)	68
Judy Denny (Asst. Project Manager)	34

Additional Support Hours included for design reviews by our construction representative and MEP Technical support as well as financial analyst support.

Construction Phase (24 months)

Construction Phase Fee	\$1,873,425
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Hours per Month for Each Team Member

Chuck Warrington (Director)	9
Adam Levitus (Project Manager)	68
Judy Denny (Asst. Project Manager)	34
Mark Schweitzer (Construction Rep)	102

Fee includes minor hours from our MEP Technical Support and financial analyst.



We are proposing to assign our construction representative three days per week to allow proper oversight and quality assurance of the project. Given the magnitude and complexity, we believe this is an adequate amount of oversight assuming a well-qualified construction manager or contractor is constructing the project.

Our Project Manager and Assistant Project Manager will be responsible for financial management, schedule management, move coordination, attendance at all OAC and building committee meetings and other project needs as required.

FF&E Installation, Move Management & Final Completion (6 months)

Construction Phase Fee \$216,116

Hours per Month for Each Team Member

Chuck Warrington (Director)	9
Adam Levitus (Project Manager)	34
Judy Denny (Asst. Project Manager)	60 ave.
Mark Schweitzer (Construction Rep)	62 ave.

In our experience with many projects in the state, OSCG&R's review of the state change orders extend well beyond when the project is completed. The project cannot be fully closed out and submitted for audit until this occurs. As such, Colliers is assigning a final closeout and audit allowance of \$20,000 to prepare the final SCG-046, Ineligible Cost Worksheet, and transmission of final documentation to the district. The fee is held aside from our base fee until all state change orders have been reviewed by the state and we can perform the final closeout.

Our total fee for the project is **\$2,746,766** not including the Multivista services.

As noted, we are enclosing the Multivista quotes. There are two quotes. One is for the photographic documentation and 2D interior scanning and the other is for a webcam for the project. The photographic base fee is \$157,550 (see page 1). There are alternates provided in the quote as well. The webcam fee proposal is \$27,330 for the 42-month construction duration. We recommend discussing the actual services required just prior to construction commencing.

In closing, Colliers is very excited about the opportunity to provide our owner's representative services to the City of Stamford. I am personally committed to helping you meet your objectives.



Project Leaders

Colliers acknowledges that we received and reviewed Addendum No. 1 issued on October 20, 2022. If you have questions or require additional information, you can contact me at (860) 235-5313 or charles.warrington@collierseng.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles E. Warrington, Jr.", written in a cursive style.

Charles E. Warrington, Jr., PE
Director, Project Management Services



MULTIVISTA
CONSTRUCTION DOCUMENTATION

Multivista
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E: acctne@multivista.com www.multivista.com

CHANGING THE WAY THE CONSTRUCTION INDUSTRY DOCUMENTS PROJECTS

MULTIVISTA CONSTRUCTION DOCUMENTATION PROPOSAL AND AGREEMENT

CLIENT: Colliers
PROJECT: Westhill High School
LOCATION: Stamford, Connecticut
PROJECT SIZE: 459,016 Sq Ft
DATE: October 26, 2022

TD-CT LLC referred to herein as Multivista, is pleased for the opportunity to provide **Colliers** with superior photographic documentation of your **Westhill High School Project** under the following terms and conditions.

1.0 Scope of Services:

This Section 1 sets forth the complete scope of services that Multivista will provide for the above-described project:

1.1 Project Documentation (Photo Sets):

- 360 Photo Site Survey (pre-construction) to capture the site and its immediate surrounding area to carefully memorialize conditions before the project begins. **\$ 3,000.00**
- 42 Monthly 360 Photo Site Progressions to capture all areas under construction taken from key perspectives along site perimeters, directed by the client. All photos will be indexed to the floor plans and uploaded to the Multivista platform (\$675/per progression). **\$ 28,350.00**
- 24 Bi-Weekly 360 Photo Interior Progressions of all levels of the project once floors are available, indexed to the floor plans, to capture the walls and ceilings during construction, or as directed by the client (\$2,250/per progression). **\$ 54,000.00**
- Detailed 2D Interior MEP Exact-Built of all levels of the project, to be conducted after rough-ins are complete, just prior to insulation and or drywall, or as directed by client. (See Page 5) * **\$ 72,200.00**
- Slideshows will be taken each visit to the site, which allow for the inclusion of timely images that do not fit into any regular monthly progressions.

*Please see General Conditions with regards to Client responsibility in scheduling Detailed Set shoots.

*Access of Multivista photographers to the elevations and floors is the client's responsibility.

1.2 Complete Documentation Services:

In addition to the foregoing, all documentation packages include:

- **Access.** Your project will be a web-based platform accessible 24/7/365 with **no** monthly fees.
- **Unlimited** users.
- **Unlimited** use of the Multivista Mobile Application.
- **Unlimited** addition of your own photos, taken with your smartphone, into the Multivista platform and tagged to the drawings, with the ability to annotate, highlight, and email directly out of the platform to your team. The ultimate tool for collaborating with your team.
- **Unlimited** support included in your price.
- **Dedicated** Multivista Project Implementation Manager assigned to your project. Providing on-site training, webex training and phone support.
- **Security.** Access to your platform is password protected and user access determined by you and your team.

2.0 Documentation Fees:

The following Documentation Fee is inclusive of all the services set forth in Section 1 above:

First Billing as follows: \$ 0,000.00 (percentage of total fee, to review plans, strip plans, build website, Kick off meeting, mobilization, due on or prior to commencement)

Monthly Invoice: \$ 000.00 x 00 months (cents Per Sq Ft.)

Contract Amount: \$ TBD

Plus, Applicable Sales Tax (not included above)

(All pricing is guaranteed as specified and may be withdrawn if not accepted in 90 days)

Add Alternates:

- 2D Foundation Exact-Built to capture the foundation pre and post waterproofing, or as directed by the client. (See page 5) * \$ 750.00
- 2D Underground Plumbing Exact-Built to capture the MEP's under the slab on grade prior to backfill, as directed by the client. (See Page 5) * \$ 750.00
- 2D Pre-Slab Exact-Built to capture the MEP's in the slab prior to the placing of the concrete, as directed by the client. (See Page 5) * \$ 750.00
UAV - \$ 900.00
- Pre-Slab Scan – Multivista will scan and capture decks prior to pour utilizing LIDAR technology. This technology provides full-color panoramic imagery overlaid on a high-accuracy point-cloud. Point cloud data can be transferred to Client's CAD, BIM, AR / VR etc. applications.
 - Scanned data can be exported and delivered to Client in any of the following formats:.E57, .PTS .LGS, and .RCS. \$ 1800.00

- Provide one videographer for 1 full day, which includes 6 hours max on site, associated editing and is hosted on the same website as our standard documentation, to document training or other related video work, as directed by the client. **\$ 2,050.00**
- Provide one videographer for 1 half day, which includes 3 hours max on site, associated editing and is hosted on the same website as our standard documentation, to document training or other project related work, as directed by the client. **\$ 1,450.00**

3D Laser Scanning Offering (TBD)

- **Floor Flatness & Floor Levelness Scanning** – Multivista will scan each deck post placement utilizing LIDAR technology. Documentation will help to determine the flatness and levelness of each concrete floor slab. This technology provides full-color panoramic imagery overlaid on a high-accuracy point-cloud. Point cloud data can be transferred to Client’s CAD, BIM, AR / VR etc. applications.
 - Scanned data can be exported and delivered to client in any of the following formats: .E57, .PTS, .LGS, and .RCS.
- **Existing Condition Scanning** – Multivista will scan and capture the entire building utilizing Leica RTC360 technology. This technology provides full-color panoramic imagery overlaid on a high-accuracy point-cloud. Point cloud data can be transferred to Client’s CAD, BIM, AR / VR etc. applications.

Multivista will integrate the data into its proprietary platform utilizing Leica TruView technology. This will allow all members of the project team to access and view the scan data via Multivista’s proprietary online platform.

- Scanned data will be exported and delivered to client via online transfer and/or flash drive per Client’s request.
- Data can be delivered to Client in any of the following formats: *.LGS, .RCP, .RCS, or .E57*
- **Scan to Plan** – Once Multivista has scanned the space and created the 3D registered point cloud, Multivista will then create a 3D Revit model that contains individual floor plans and elevations, inclusive of but not limited to: General elements, floors, walls, ceilings, windows, ramps, handrails, plumbing fixtures...etc. Overall global accuracy of the point cloud will be no greater than ½ inch. The point cloud will be delivered as full building model. **\$ TBD**

2.1 Early Completion and Additional Build Time Fees

Invoicing is based on periods set forth above, beginning as applicable throughout construction. If the scope of work set forth in Section 1 above is completed prior to those times, the balance of the Total Fees unpaid at the completion of the scope of work shall be due and payable within thirty (30) days of the final shoot. Exterior and Interior Progression Shoots in excess of the number set forth in Section 1, if required, will be priced as needed. Additional Detail Shoots will be priced individually.

2.2 Reimbursable Expenses

Multivista will invoice for actual expenses incurred plus 15% for those expenses that are directly related to the Project. Back-up for all such expenses will be provided with invoicing. Expenses that are reimbursable include, but are not limited to, mileage, out-of-town travel (including airfare, ground transportation, gas, lodging and incidentals), and reproductions, printing costs, deliveries/parcels, and project-specific insurance where insurance needs exceed Multivista’s general liability policy limits. Client agrees to compensate Multivista for any and all time

spent by Multivista in any form of dispute resolution concerning the project that is the subject of this agreement. Dispute resolution includes, but is not limited to, document production in response to subpoenas or document requests, claims meetings, mediation, litigation, and arbitration.

On this Project, reimbursable expenses are estimated to be \$ 0, including mark-up, and Multivista will invoice only if directed by the client.

3.0 Definitions and Service Descriptions

This Section 3.0 defines the *full range* of documentation services available from **Multivista Connecticut**.

Any services described below that are not expressly included in the Scope of Services set forth in Section 1.0 of this proposal and agreement are NOT included in this agreement. The following definitions and descriptions are provided only as a reference for the Client, and in no way expand or limit the agreed upon Scope of Service expressly set forth in Section 1.0 of this proposal and agreement. Additional Services may be added by written agreement by and between the parties.

All documentation described below combines Multivista's state-of-the-art indexing and navigation system with inspection-grade digital photography designed to capture actual conditions throughout construction and at critical milestones. The Multivista system will utilize actual construction drawings, making such drawings interactive and accessible anywhere through a secure on-line interface. For all documentation referenced herein, indexing and navigation is organized by both time and location throughout the Project.

1.1 Site Survey and Progressions Sets:

"Progression" photo sets are performed at pre-determined intervals throughout the duration of construction. Progression photos broadly track all aspects of construction through time.

The Site Survey and Progression Sets are generally included in all subscriptions to the Multivista system. They are critical tools for the communication and project management aspects of all product types.

- **Site Survey (Pre-Construction):** The pre-construction site survey is a one-time shoot that provides coverage of the site and its immediate surrounding area to carefully memorialize conditions before a project begins.
- **Exterior Progression Shoots:** Exterior Progression photos are taken from key perspectives along site perimeters and 360 degrees around each building envelope during erection. Exterior progressions track the construction of building elevations and all work within the immediate vicinity of the exterior of the building, including some site work. Exterior progressions are performed, approximately, at monthly intervals and are coordinated with the pace of erection. Exterior progression documentation typically begins at substantial framing, and not at commencement of site work. Exterior progressions can begin at commencement of site work for the purpose of *broadly* capturing site work upon request.
- **Interior Progression Shoots:** Interior Progression photos track the interior improvements from when interior work begins (typically, at the commencement of stud-work) to completion. Interior Progressions broadly track the improvements from logical perspectives. Interior Progressions are designed to provide comprehensive coverage of the various trades coming together over time. Interior progressions are performed, approximately, at monthly intervals and are coordinated with the pace of erection.

1.2 Detailed Sets (“Exact-Builts™”):

Detailed photo sets serve as “visual as-builts” which are performed at critical milestones during construction. They offer a higher concentration of photos and perspectives than the Progression shoots and/or focus on details of particular interest or importance to the Client.

The Fundamental Exact-Builts™:

Depending on the product type, subscriptions to the Multivista System generally include at least two out of three of the following Exact-Built™ shoots which, when combined with the Site Survey and Progression Shoots, result in an unparalleled permanent documentation package superior to any known “best-practices.”

- **Pre-Slab Exact-Built™:** Pre-slab work will be documented just prior to the placing of the concrete. This process will include overlapping images of all in-slab MEP’s *within* the building envelope(s). If specified in the Scope, this can also include all MEP’s enclosed in slab-on-deck in multi-story buildings. Indexing and navigation is accomplished through a separate set of interactive plans and interfaces and as needed.
- **Interior MEP Exact-Built™:** Mechanical, Electrical, Plumbing (MEP) and all other systems in walls and ceilings will be documented post-inspection and pre-insulation, sheet rock or dry wall installation. This process provides a high concentration of overlapping coverage allowing for all finished systems to be viewed in great detail. This Exact-Built™ sweeps the entire project: every wall and every ceiling, on every floor of every building, throughout the entire Project. Note that this will not capture pre-slab, site, or in-slab-on-deck systems or other “horizontal” MEP work.
- **Interior Finished Condition Exact-Built™:** At Certificate of Occupancy or other “finished” milestone as the Client designates, all walls, ceilings, and floors in their post-inspection, completed condition are documented in exceptional detail.

Custom Exact-Builts™:

These Exact-Built™ shoots are project-specific Detailed Sets that are not generally included in standard subscriptions to the service but can be added to scope upon request.

- **Exterior Vertical Exact-Builts™:** Designed for specific needs to increase concentration of photographs and allow greater zoom capability and resolution on aesthetic, EIFS or architectural detailing, the nature of these shoots can vary widely. Examples include window-flashing details or window-system details for glass-intensive buildings, radiused steel work (i.e., for a rotunda), EIFS system as-Builts and cores or “lobbies” of exterior loaded buildings.
- **Bright-Line Exact-Builts™:** Also known as our “current condition” Exact-Built™, this is an exhaustive sweep of a project designed to capture every detail of the project in its current condition before any further work commences. These are performed prior to major redevelopments, refurbishment or maintenance work and are also a good idea if you are considering terminating a major trade subcontractor or GC. Our detail shoot will give you a bright line as to where one party stopped and the next began.
- **You-Name-It Exact-Builts™:** If you have a construction drawing for it, the odds are that we can document it and combine it with our state-of-the art navigation and indexing systems.

Slideshows:

Slideshows capture miscellaneous occurrences or conditions while a Multivista photographer is on-site to perform any other shoot in the Scope. These conditions are those that do not fit neatly into the building envelope interface (i.e., materials stored on site). Slideshows are not linked to architectural plans in the same manner as the formal shoots; however, they will be dated, labeled, and stored on the Client's interface. Thus, all of your information remains in one "place." Owner and Superintendent photograph collections of critical events or conditions may also be provided to Multivista for incorporation into the Slideshow collections.

4.0 Additional Services (Upon Request)

Multivista would be pleased to accommodate limited additional items that may be captured during our scheduled visits and included in the Slideshow section of our service.

Additional items which require special visits to site or are of significant scope may be added for the rate of \$225 per hour to include onsite services, computer services and travel time plus tolls from our office to the site. Requests from clients for additional services must be in writing and a separate proposal or change order to the original will be issued from Multivista.

5.0 Standard Terms and Conditions

- 1) **SERVICES:** Multivista shall provide professional services in accordance with the above agreed upon Scope. Multivista will begin a Project Set-Up only after receipt of (a) electronic plans from the architect of the Project in an acceptable format, (b) a fully executed Agreement and (c) the Set-Up deposit. Thereafter, Multivista requires at least ten (10) business days for Project Set-Up *prior to the first shoot* contemplated by the Scope.
- 2) **DETAILED PHOTO SETS:** Because of the volatile nature of construction schedules, IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO PROVIDE MULTIVISTA AT LEAST 48 HOURS NOTICE PRIOR TO THE TIME THAT A DETAILED SET MUST BE PERFORMED. To the extent look-ahead schedules are made available to Multivista, Multivista will endeavor to communicate with the Project owner's representative or superintendent regarding upcoming Detailed Set shoots. However, Multivista will not be responsible if such Detailed Sets are not performed due to lack of notice pursuant to this provision.

_____ Client Initials

- 3) **AGENT/OWNER'S REPRESENTATIVE:** Client must designate a specific person or persons authorized to and responsible for scheduling site visits and Detailed Shoots.
- 4) **EXECUTION:** This Agreement becomes effective upon signatures by the authorized representative, of the Client and Multivista and upon receipt by Multivista of a signed original or facsimile transmittal. Multivista is authorized to proceed with services upon receipt of an executed Agreement or written Notice to proceed. If facsimile transmittal is initially sent to Multivista, Client will provide Multivista with a signed original for record as soon as practical.
- 5) **COMPLETION/TERMINATION:** This Agreement shall remain in force until terminated. This contract may be terminated by the Client and/or Multivista, upon fourteen (14) days written notice. In the event of such termination Multivista will be paid the portion of the compensation (and fixed fee, if applicable) earned for services properly performed through the termination date including any retention held by the Client. Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party.
- 6) **STANDARD OF CARE:** Services provided by Multivista under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Multivista makes no warranties or guarantees, either expressed or implied, of the fitness of its documentation for any particular use. Multivista's sole obligation under this agreement is to provide professional photographic documentation of the work contained within the scope of the agreement. No interpretation or opinion shall be offered or presumed from any of the images taken and Multivista shall not be liable for any defect or condition disclosed by such images, if any.

- 7) **INDEPENDENT CONSULTANT:** Multivista is and shall be at all times during the term of the Agreement an independent contractor and not an agent or sub-contractor of the Client. Client acknowledges and agrees that, notwithstanding this Agreement or any provision contained herein, Multivista may provide its services, including, but not limited to, those services contained in the Scope of this Agreement, to any other party authorized to contract for services relating to, in connection with or on behalf of the Project, including, but not limited to, the Contractor(s), Owner(s), Developer(s), Architect(s) or Owner's Representatives. Client hereby waives any claim of conflict of interest, estoppel or business interference arising out of any such third-party agreement.
- 8) **COMPLIANCE WITH LAWS:** Multivista will comply with Federal, State, and local laws applicable to the services to be provided under this Agreement.
- 9) **PAYMENT & COLLECTION:** An initial set up fee equal to 25% of the total contract amount is due upon execution of this proposal, and no later than 10 days prior to the commencement of documentation. Remaining balance to be invoiced on a monthly basis according to work completed. Payments are due in full within thirty (30) days from date of invoice, or according to other terms as agreed to expressly in writing. The Client will be invoiced for work completed. A finance charge of 1-1/2% per month, equivalent to 18% per annum, will be assessed on any amounts outstanding beyond 30-day payment terms. In the event legal action is necessary to enforce the payment provisions of this Agreement if the Client fails to make payment within thirty (30) days of the invoice date, Multivista shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by Multivista in connection therewith and, in addition, the reasonable value of Multivista's time and expenses spent in connection with such collection action, computed at Multivista's prevailing fee schedule and expense policies.
- 10) **OWNERSHIP OF DOCUMENTS: CONFIDENTIALITY; INTELLECTUAL PROPERTY:** Specifications, drawings, personal information, or other information given to Multivista by the Client is disclosed in confidence. They shall not be reproduced, copied, disclosed, or used except in connection with the services that are the subject of the agreement. All documents, digital and electronic media prepared under the Agreement are instruments of service and are, and shall remain, the property of Multivista or Multivista Systems LLC ("Multivista Systems"), including all intellectual property rights to said documents and media, until such time as they are paid for in full by the Client at which time their ownership, excepting Confidential, Trade Secret and Proprietary Information of Multivista Systems, shall pass to the Client. Multivista and Multivista Systems make no warranties as to the professional nature of the media other than to capture construction conditions or events. Notwithstanding the foregoing, the underlying proprietary software, indexing, navigation and viewing systems, processes, procedures, databases, information and any other content of Multivista Systems that is housed in the software, and all other service, including all intellectual property rights associated therewith (collectively "Confidential, Trade Secret and Proprietary Information"), shall at all times remain the sole property of Multivista Systems. Client agrees not to reproduce, copy, or use the Confidential, Trade Secret and Proprietary Information except as expressly permitted in the Agreement and only in connection with the services which are the subject matter of the Agreement. Notwithstanding the foregoing, Multivista Systems reserves the right to use, and Client hereby consents to the use of limited samples of the media and system service prepared for Client (not to exceed 1% of total project media) for Multivista Systems marketing and promotional purposes. Multivista Systems may also utilize Client statements, cost savings and ROI examples derived from Client's use of Multivista System's services. Anonymity will be observed if requested.
- 11) **NO PUBLIC ACCESS:** Online access to Client's documentation shall be restricted to Client approved personnel only, each of whom will be provided with a unique username and password. Making access credentials publicly available shall be prohibited and Client shall make its approved personnel aware of this and that Client's confidentiality and restricted access obligations under the Agreement extend to all approved personnel.
- 12) **SITE VISITS/OBSERVATION:** Multivista shall visit the project and/or construction site at appropriate intervals and take photos of the construction progress. Visits to the project site and observations made by Multivista as part of services provided during construction under this Agreement shall not make Multivista responsible for monitoring of the work. Multivista employees will report to the site office prior to working on site. The site superintendent shall be the designated person granting permission onto the site in order to ensure safe access for Multivista employees.

- 13) **CHANGES IN WORK SCOPE:** From time to time, the Client may wish to increase the scope of the documentation or enroll further projects. Any changes in scope of work shall be bound by this agreement, subject to any further agreements made in writing and signed by all parties to this agreement. Such increases in scope or further enrollments will be considered addendums to this contract and will be billed as set forth herein or as set forth in an Additional Service Agreement (for Detailed Set enrollments).
- 14) **DELAYS:** Multivista shall not be liable for delays in performing or failure to perform its obligations under this Agreement resulting directly or indirectly from, or contributed to by acts of God; acts or failures to act by the Client; acts or failures to act by civil or military authority; governmental priorities; fires; strikes; or labor disputes; accidents; floods; epidemics; failure of the worldwide web, or any other circumstances beyond Multivista's reasonable control, whether similar or dissimilar to the foregoing. The Client or Multivista shall notify the other promptly of any potential delay.
- 15) **EQUAL OPPORTUNITY EMPLOYMENT:** Multivista will comply with federal regulations pertaining to Equal Opportunity Employment. Multivista will comply with applicable local, state, and federal regulations concerning minority hiring. Multivista's equal opportunity employment policy applies to all phases of employment.
- 16) **INSURANCE:** Multivista maintains \$5,000,000 of General liability insurance. Multivista is currently covered by a policy written through its agent, VanParys Associates, and the specific carriers will be outlined on the Acord Certificate of Liability Insurance that will be issued to you prior to start of work. Multivista maintains a \$1,000,000 policy for Workers Compensation insurance coverage, written through Paychex Insurance Agency Inc, and the carriers will be outlined on the Acord Certificate of Liability Insurance issued to you prior to the start of work.
- 17) **INDEMNIFICATION/HOLD-HARMLESS:** Multivista shall indemnify and defend the Client and their principals and members, Client's Inspectors, General Contractor, Architect, Architect's consultants, and agents and employees of any of them from claims based on intentional misconduct or gross negligence by Multivista, its employees and agents. Client shall indemnify and defend Multivista for any claims related directly or indirectly to the project that do not result from the sole and direct intentional misconduct or gross negligence of Multivista, its employees and agents. Multivista further agrees to name the client and any other required entities as additional insured on a primary and non-contributory basis.
- 18) **LIMITATION OF LIABILITY:** Client agrees to limit the liability of Multivista for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of Multivista to the Client shall not exceed Multivista's total fee for services rendered under this Agreement.
- 19) **DISPUTES:** Any action for claims arising out of or relating to this Agreement or the project that is the subject of this Agreement shall be governed by the laws of the State of Connecticut.
- 20) **ATTORNEY FEES:** Should there be any suit or action instituted to enforce any right granted in the contract, the substantially prevailing party shall be entitled to recover its costs, disbursement, and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.
- 21) **EXPENSES:** Multivista shall be punctually reimbursed according to Multivista's Standard schedule of rates and fees for any out of contract costs incurred at the Client's written request.

Multivista will perform all work per the selected option for scope of services, standard terms, and conditions, and shall be reimbursed for its expenses in accordance with Multivista's Documentation Fees. Upon acceptance of this Proposal, Multivista will work diligently to pursue its work until the completion of this project, consistent with the above referenced Scope of Services. Your acceptance of this Proposal constitutes your authorization and direction for Multivista to proceed with this project. Multivista reserves the right to revoke or modify this Proposal at any time before its acceptance.

Multivista will continue to host the project on the website for a period of 12 months post completion of the project. Upon request, Multivista will supply you with a complimentary USB or External Hard Drive depending on the size of the project, of the entire Documentation of your archived project. Additional live hosting is available post documentation, which can include the task manager program for facilities management in the future. An annual Licensing fee will apply, and the amount will depend on the final cost of the project.

The foregoing proposal is accepted by:

TD-CT LLC

Colliers

Signature _____

Signature _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____



MULTIVISTA
CONSTRUCTION DOCUMENTATION

Multivista

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CHANGING THE WAY THE CONSTRUCTION INDUSTRY DOCUMENTS PROJECTS

MULTIVISTA CONSTRUCTION DOCUMENTATION PROPOSAL AND AGREEMENT

CLIENT: Colliers
PROJECT: Westhill High School
LOCATION: Stamford, Connecticut
PROJECT SIZE: 459,016 Sq Ft
DATE: October 26, 2022

TD-CT LLC referred to herein as Multivista, is pleased for the opportunity to provide **Colliers** with superior photographic documentation of your **Westhill High School Project** under the following terms and conditions.

1.0 Scope of Services:

This Section 1 sets forth the complete scope of services that Multivista will provide for the above-described project:

1.1 Web Camera Hosting Package – (pending site conditions)

42 months of web hosting, integrated into the Multivista Documentation Software.

This includes:

- Client Responsible for Web Cam Install
- Live 24/7 image stream
- Static images (1920x1080 resolution), archived every 15 minutes between 6:00am and 6:00pm local time with ability to perform live and historical review & time lapse video.
- Camera stream re-broadcasting capable of supporting unlimited concurrent users.*
*Dependent only on available server bandwidth.

Equipment:

- 1 – **Fixed Bullet Camera** – Axis P1448-LE Bullet 5MP Network Camera Kit (*4G Modem/ Camera Control System*)
- Equipment Warranty: 3 year manufacturer's warranty against defect on camera and modem

1.2 Complete Webcam Services:

In addition to the foregoing, all documentation packages include:

- On-line web hosting of the documentation on the Multivista website for the construction period covered by the documentation, accessible from anywhere internet is accessible.
- Password protected access to the documentation.

Responsibilities (pending site conditions):

- Client will provide a suitable camera mounting location with appropriate lines of sight to the subject of interest.
- Client is responsible for camera installation including: mounting, provisioning with power and providing a dedicated internet connection.
- Client will supply all materials other than those specified in Equipment section above. This will include all required cabling, conduit, and mechanical fasteners.
- Client shall provide an onsite contact and access to a manlift if required at their expense.
- The Client will provide an onsite contact who is able to perform basic services as necessary for the maintenance and operation of the webcam including, but not limited to: Testing, Power-cycling, Checking/confirmation of indicatory status lights and cleaning lens if necessary.
- Multivista will deliver web cam, position and commission web cam after client completed install.
- Multivista will monitor web cam remotely and offer phone/web base support to help client troubleshooting any arising issues with web cam.
- In the event a web cam is unable to be repaired remotely, a fee of \$450.00/visit will be charge to client to have Multivista technician visit the site plus the cost to replace any damaged component caused by electrical irregularities (*power surge or brownout*) or on-site activities.

2.0 Webcam Fees:

The following Webcam Fee is inclusive of all the services set forth in Section 1 above:

First Billing as follows: \$ 4,650.00 **Due upon signing** (For the purchase of the webcam, set up of project on Multivista platform/dedicated website for the project)

Monthly Invoice: \$ 540.00 x 42 months (Web hosting fee, monitor and phone support/troubleshooting live fee).
Hosting fees may be terminated at any time as directed by client.

Contract Amount: \$ 27,330.00 (Plus Applicable Sales Tax)

(All pricing is guaranteed as specified and may be withdrawn if not accepted in 30 days)

The Client is responsible for:

1. Providing power to the equipment.
2. Providing a dedicated internet connection if required
3. Client is responsible for damage to equipment caused by others beyond normal wear and tear.

* There will be an additional charge of \$200.00 if client requests a professionally edited timelapse

*EQUIPMENT MAINTENANCE: The Client is solely responsible for the maintenance and operation of all webcams and related equipment. The Client will provide an onsite contact who is able to perform basic services as necessary for the maintenance and operation of the webcam including, but not limited to: Testing, Power-cycling, Checking/confirmation of indicatory status lights and cleaning lens if
Note: All web cam pricing is dependant upon owner providing a site plan and a site visit by Multivista Web Cam personnel to verify site conditions.

Note: All web cam pricing is dependant upon owner providing a site plan and a site visit by Multivista Web Cam personnel to verify site conditions.

Add Alternatives (pending site conditions):

- PTZ Webcam - 1 - PTZ Dome Camera -AXIS Q6125-E Outdoor PTZ, HDTV, 1080P, 32X ZM Camera Kit (4G Modem/ Camera Control System) - Equipment Warranty: 3 year manufacturers warranty against defect on camera and modem **\$ 2,475.00 addt'l**
- Installation of web cam and service for the life of project (client is responsible for any web cam components damaged due to on-site activities). **\$ 2,600.00**
- Non-Penetrating Roof Mount c/w 5' MAST with rubber roof pad **\$ 599.00**
- Purchasing multiple web cameras results in a monthly discount % for web hosting:
 - 1 webcam = \$540/month**
 - 2 webcams = 10%**
 - 3 webcams = 15%**
 - 4 webcams = 20%**
 - 5+ webcam = 25%**

2.1 Early Completion and Additional Build Time Fees

Invoicing is based on periods set forth above, beginning as applicable throughout construction. If the scope of work set forth in Section 1 above is completed prior to those times, the balance of the Total Fees unpaid at the completion of the scope of work shall be due and payable within thirty (30) days of the final shoot. Exterior and Interior Progression Shoots in excess of the number set forth in Section 1, if required, will be priced as needed. Additional Detail Shoots will be priced individually.

2.2 Reimbursable Expenses

Multivista will invoice for actual expenses incurred plus 15% for those expenses that are directly related to the Project. Back-up for all such expenses will be provided with invoicing. Expenses that are reimbursable include, but are not limited to, mileage, out-of-town travel (including airfare, ground transportation, gas, lodging and incidentals), and reproductions, printing costs, deliveries/parcels and project-specific insurance where insurance needs exceed Multivista's general liability policy limits. Client agrees to compensate Multivista for any and all time spent by Multivista in any form of dispute resolution concerning the project that is the subject of this agreement. Dispute resolution includes, but is not limited to, document production in response to subpoenas or document requests, claims meetings, mediation, litigation, and arbitration.

On this Project, reimbursable expenses are estimated to be \$ 0, including mark-up, and Multivista will invoice only if directed by the client.

3.0 Definitions and Service Descriptions

Any services described below that are not expressly included in the Scope of Services set forth in Section 1.0 of this proposal and agreement are NOT included in this agreement. The following definitions and descriptions are provided only as a reference for the Client, and in no way expand or limit the agreed upon Scope of Service expressly set forth in Section 1.0 of this proposal and agreement. Additional Services may be added by written agreement by and between the parties.

4.0 Additional Servicers (Upon Request)

Multivista would be pleased to accommodate limited additional items that may be captured during our scheduled visits and included in the Slideshow section of our service.

Additional items which require special visits to site or are of significant scope may be added for the rate of \$225 per hour to include onsite services, computer services and travel time plus tolls from our office to the site. Requests from clients for additional services must be in writing and a separate proposal or change order to the original will be issued from Multivista.

5.0 Standard Terms and Conditions

(Please also see Webcam Rider accompanying this proposal.)

SERVICES: Multivista shall provide professional services in accordance with the above agreed upon Scope. Multivista will begin a Project Set-Up only after receipt of (a) electronic plans from the architect of the Project in an acceptable format, (b) a fully executed Agreement and

(c) the Set-Up deposit. Thereafter, Multivista requires at least ten (10) business days for Project Set-Up prior to the first shoot contemplated by the Scope.

DETAILED PHOTO SETS: Because of the volatile nature of construction schedules, IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO PROVIDE MULTIVISTA AT LEAST 48 HOURS NOTICE PRIOR TO THE TIME THAT A DETAILED SET MUST BE PERFORMED. To the extent look-ahead schedules are made available to Multivista, Multivista will endeavor to communicate with the Project owner's representative or superintendent regarding upcoming Detailed Set shoots. However, Multivista will not be responsible if such Detailed Sets are not performed due to lack of notice pursuant to this provision. _____ Client Initials

AGENT/OWNER'S REPRESENTATIVE: Client must designate a specific person or persons authorized to and responsible for scheduling site visits and Detailed Shoots.

EXECUTION: This Agreement becomes effective upon signatures by the authorized representative, of the Client and Multivista and upon receipt by Multivista of a signed original or facsimile transmittal. Multivista is authorized to proceed with services upon receipt of an executed Agreement or written Notice to proceed. If facsimile transmittal is initially sent to Multivista, Client will provide Multivista with a signed original for record as soon as practical.

COMPLETION/TERMINATION: This Agreement shall remain in force until terminated. This contract may be terminated by the Client and/or Multivista, upon fourteen (14) days written notice. In the event of such termination Multivista will be paid the portion of the compensation (and fixed fee, if applicable) earned for services properly performed through the termination date including any retention held by the Client. Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party.

STANDARD OF CARE: Services provided by Multivista under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Multivista makes no warranties or guarantees, either expressed or implied, of the fitness of its documentation for any particular use. Multivista's sole obligation under this agreement is to provide professional photographic documentation of the work contained within the scope of the agreement. No interpretation or opinion shall be offered or presumed from any of the images taken and Multivista shall not be liable for any defect or condition disclosed by such images, if any.

INDEPENDENT CONSULTANT: Multivista is and shall be at all times during the term of the Agreement an independent contractor and not an agent or sub-contractor of the Client. Client acknowledges and agrees that, notwithstanding this Agreement or any provision contained herein, Multivista may provide its services, including, but not limited to, those services contained in the Scope of this Agreement, to any other party authorized to contract for services relating to, in connection with or on behalf of the Project, including, but not limited to, the Contractor(s), Owner(s), Developer(s), Architect(s) or Owner's Representatives. Client hereby waives any claim of conflict of interest, estoppel or business interference arising out of any such third party agreement.

COMPLIANCE WITH LAWS: Multivista will comply with Federal, State, and local laws applicable to the services to be provided under this Agreement.

PAYMENT & COLLECTION: An initial set up fee equal to 25% of the total contract amount is due upon execution of this proposal, and no later than 10 days prior to the commencement of documentation. Remaining balance to be invoiced on a monthly basis according to work completed. Payments are due in full within thirty (30) days from date of invoice, or according to other terms as agreed to expressly in writing. The Client will be invoiced for work completed. A finance charge of 1-1/2% per month, equivalent to 18% per annum, will be assessed on any amounts outstanding beyond 30-day payment terms. In the event legal action is necessary to enforce the payment provisions of this Agreement if the Client fails to make payment within thirty (30) days of the invoice date, Multivista shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by Multivista in connection therewith and, in addition, the reasonable value of Multivista's time and expenses spent in connection with such collection action, computed at Multivista's prevailing fee schedule and expense policies.

OWNERSHIP OF DOCUMENTS; CONFIDENTIALITY; INTELLECTUAL PROPERTY: Specifications, drawings, personal information, or other information given to Multivista by the Client is disclosed in confidence. They shall not be reproduced, copied, disclosed, or used except in connection with the services that are the subject of the agreement. All documents, digital and electronic media prepared under the Agreement are instruments of service and are, and shall remain, the property of Multivista or Multivista Systems LLC ("Multivista Systems"), including all intellectual property rights to said documents and media, until such time as they are paid for in full by the Client at which time their ownership, excepting Confidential, Trade Secret and Proprietary Information of Multivista Systems, shall pass to the Client. Multivista and Multivista Systems make no warranties as to the professional nature of the media other than to capture construction conditions or events. Notwithstanding the foregoing, the underlying proprietary software, indexing, navigation and viewing systems, processes, procedures, databases, information and any other content of Multivista Systems that is housed in the software, and all other service, including all intellectual property rights associated therewith (collectively "Confidential, Trade Secret and Proprietary Information"), shall at all times remain the sole property of Multivista Systems. Client agrees not to reproduce, copy or use the Confidential, Trade Secret and Proprietary Information except as expressly permitted in the Agreement and only in connection with the services which are the subject matter of the Agreement. Notwithstanding the foregoing, Multivista Systems reserves the right to use and Client hereby consents to the use of limited samples of the media and system service prepared for Client (not to exceed 1% of total project media) for Multivista Systems marketing and promotional purposes. Multivista Systems may also utilize Client statements, cost savings and ROI examples derived from Client's use of Multivista System's services. Anonymity will be observed if requested.

NO PUBLIC ACCESS: Online access to Client's documentation shall be restricted to Client approved personnel only, each of whom will be provided with a unique username and password. Making access credentials publically available shall be prohibited and Client shall make its approved personnel aware of this and that Client's confidentiality and restricted access obligations under the Agreement extend to all approved personnel.

SITE VISITS/OBSERVATION: Multivista shall visit the project and/or construction site at appropriate intervals and take photos of the construction progress. Visits to the project site and observations made by Multivista as part of services provided during construction under this Agreement shall not make Multivista responsible for monitoring of the work. Multivista employees will report to the site office prior to working on site. The site superintendent shall be the designated person granting permission onto the site in order to ensure safe access for Multivista employees.

CHANGES IN WORK SCOPE: From time to time, the Client may wish to increase the scope of the documentation, or enroll further projects. Any changes in scope of work shall be bound by this agreement, subject to any further agreements made in writing and signed by all parties to this agreement. Such increases in scope or further enrollments will be considered addendums to this contract and will be billed as set forth herein or as set forth in an Additional Service Agreement (for Detailed Set enrollments).

DELAYS: Multivista shall not be liable for delays in performing or failure to perform its obligations under this Agreement resulting directly or indirectly from, or contributed to by acts of God; acts or failures to act by the Client; acts or failures to act by civil or military authority; governmental priorities; fires; strikes; or labor disputes; accidents; floods; epidemics; failure of the worldwide web, or any other circumstances beyond Multivista's reasonable control, whether similar or dissimilar to the foregoing. The Client or Multivista shall notify the other promptly of any potential delay.

EQUAL OPPORTUNITY EMPLOYMENT: Multivista will comply with federal regulations pertaining to Equal Opportunity Employment. Multivista will comply with applicable local, state, and federal regulations concerning minority hiring. Multivista's equal opportunity employment policy applies to all phases of employment.

INSURANCE: Multivista maintains \$1,000,000 each occurrence and \$2,000,000 aggregate of general liability insurance, \$1,000,000 of auto liability, and a \$5,000,000 umbrella. Multivista is currently covered by a policy written through its agent, VanParys Associates, and the specific carriers will be outlined on the Acord Certificate of Liability Insurance that will be issued to you prior to start of work. Multivista maintains a \$1,000,000 policy for Workers Compensation insurance coverage, written through Paychex Insurance Agency Inc, and the carriers will be outlined on the Acord Certificate of Liability Insurance issued to you prior to the start of work.

- 1) **INDEMNIFICATION/HOLD-HARMLESS:** Multivista shall indemnify and defend the Client and their principals and members, Client's Inspectors, General Contractor, Architect, Architect's consultants, and agents and employees of any of them from claims based on intentional misconduct or gross negligence by Multivista, its employees and agents. Client shall indemnify and defend Multivista for any claims related directly or indirectly to the project that do not result from the sole and direct intentional misconduct or gross negligence of Multivista, its employees and agents. Multivista further agrees to name the client and any other required entities as additional insured on a primary and non-contributory basis.

LIMITATION OF LIABILITY: Client agrees to limit the liability of Multivista for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of Multivista to the Client shall not exceed Multivista's total fee for services rendered under this Agreement.

DISPUTES: Any action for claims arising out of or relating to this Agreement or the project that is the subject of this Agreement shall be governed by the laws of the State of Connecticut.

ATTORNEY FEES: Should there be any suit or action instituted to enforce any right granted in the contract, the substantially prevailing party shall be entitled to recover its costs, disbursement and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

EXPENSES: Multivista shall be punctually reimbursed according to Multivista's Standard schedule of rates and fees for any out of contract costs incurred at the Client's written request.

Multivista will perform all work per the selected option for scope of services, standard terms and conditions, and shall be reimbursed for its expenses in accordance with Multivista's Documentation Fees. Upon acceptance of this Proposal, Multivista will work diligently to pursue its work until the completion of this project, consistent with the above referenced Scope of Services. Your acceptance of this Proposal constitutes your authorization and direction for Multivista to proceed with this project. Multivista reserves the right to revoke or modify this Proposal at any time before its acceptance.

Multivista will continue to host the project on the website for a period of 12 months post completion of the project. Upon request, Multivista will supply you with a complimentary CD or DVD of the entire Documentation of your archived project. Additional live hosting is available post documentation, which can include the task manager program for facilities management in the future. An annual Licensing fee will apply and the amount will depend on the final cost of the project.

The foregoing proposal is accepted by:

TD-CT LLC

Signature _____

Printed _____

Title _____

Date _____

Colliers

Signature _____

Printed _____

Title _____

Date _____