



MULTIVISTA CONSTRUCTION DOCUMENTATION PROPOSAL AND AGREEMENT

CLIENT: Hardin County Board of Education
PROJECT: East Hardin Middle School
LOCATION: Elizabethtown, Kentucky
PROJECT SIZE: Approximately 112,000 SQFT
DURATION: 18 Months
DATE: January 29, 2018
START DATE: April 2018

MVK Limited ("Multivista") is pleased for the opportunity to provide **Hardin County Board of Education** ("Client") with superior photographic documentation of **East Hardin Middle School** ("Project") under the following terms and conditions.

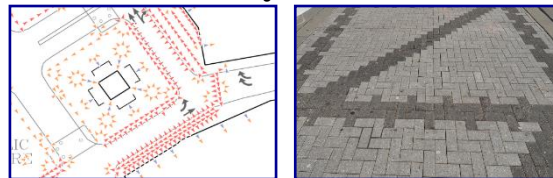
1.0 Scope of Services:

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):

(A) Current Condition Documentation:

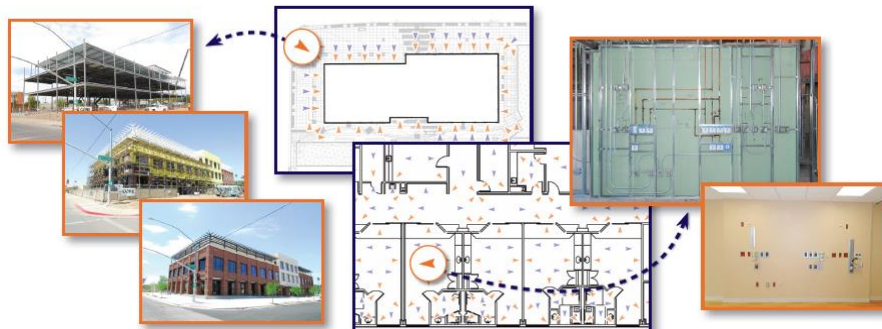
Site Survey Exact-Built™



- (1) **Site Survey (Pre-Construction):** Preconstruction Site Survey documenting existing infrastructure surrounding building prior to the start of construction.

(B) Progression Sets:

Exterior / Interior Progressions



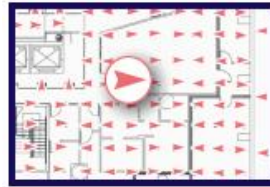
- (1) **Exterior Progression Shoots:** Up to **Seventeen (17)** Monthly Exterior Progression Shoots of Building/Site. Documentation will begin at the completion of the building foundation.
- (2) **Interior Progression Shoots:** **Nine (9)** Monthly Interior Progressions Shoots per floor to begin at time of substantial framing or as directed by client, **focusing on office suites area only approximately 5,600 sf.**

(C) Detailed Sets*:

MEP Exact-Built™



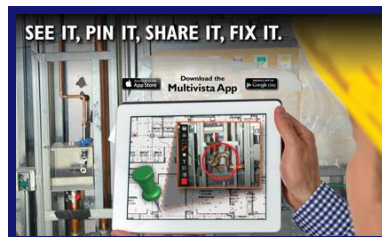
Pre Slab Exact-Built™



- (1) **Pre-Slab Exact-Built™:** Detailed exact builds of pre-slab just prior to placing concrete or as directed by client. **Slab on grade only approximately 77,000 sf.**
- (2) **Interior MEP Exact-Built™:** Detailed interior exact built of all mechanical, electrical and plumbing systems, to be conducted after rough-ins are complete, just prior to insulation or drywall, or as directed by client. **MEP's in block construction areas will be ceiling only.**
- (3) **Interior Finished Conditions:** Finished interior photographs of all areas capturing walls, ceilings, floors within a photo using wide angle photography.

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

(D) Multivista App:



This includes an unlimited quantity of users, to utilize all drawings for the entire project, use as part of your work flow, take unlimited photos either Geo Tag to your login under my photos folder or you can drop in hotspots, name it whatever you wish, make it private or public and more.

(E) Slideshows:

Slideshows are an included service for all project scopes that include Photographic Documentation. They provide an “executive Summary or overview of your project that is useful for marketing as well as allowing lenders, consultants, committees and executives to quickly review the overall construction. Slideshows can also house photographs taken by the client’s project team as well as aerial photography. **These will not be tied to the drawings.**

- **Miscellaneous Photos Sets** (dated and labeled): Provided during scheduled visits by the photographer with a minimum as set forth above. Allows for the inclusion of timely images which do not fit into any regular monthly photopath.

1.2 Complete Documentation Services:

In addition to the foregoing, all documentation packages include:

- Pre-documentation consultation(s) with the Client identifying project-specific needs, appropriate documentation intervals and common or custom elements requiring detailed photo sets. If, based on these consultations, it is determined that the Scope of Services should be increased or decreased, a revised proposal or addendum will be executed, with a revised fee, prior to documentation commencement.
- Baseline schedule analysis in order to evaluate and estimate appropriate photo set intervals and durations.
- Determination of optimal photograph locations/perspectives (“hotspots”) based on the site plans and building floor plans provided by the Client or his agent(s) and designed to capture the total progress of construction at the agreed upon intervals and/or milestones.
- A highly representative number of digital photographs at such intervals and for such durations, and at the specified milestones, as requested by the Client and set forth in Section 1.1, above.
- Linking each photo set to the appropriate location on the site plans and/or floor plans of the Client.
- 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.
- Two CD or DVD ROM copies of the entire Documentation upon completion.

2.0 Documentation Fees:

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

Monthly Invoice: \$ 800.00 x 18 months

Set-Up: \$ 6,350.00 (Set up fee is due on or prior to commencement. Set-Up is for services rendered prior to any field work beginning. Set up includes building and hosting the project website, cleaning up and loading CAD files on website, setting up shoot path on software and kick off meetings)

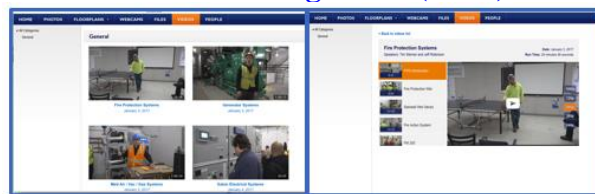
Total Fees: \$ 20,750.00

Additional Alternatives:

- (1) **Roof Progressions:** Up to **Twelve (12)** Weekly Roof Progression Shoots, capturing all exposed roof areas on each trip throughout roof construction. We will follow contractors flow of construction from beginning through completion of the roof. Expectation is approximately 3 months.

\$3000.00

Owner Training Video (OTV)



- **Owner Training Video:** Multivista will video tape the owner training sessions. The video sessions will be posted on the project website. They will be titled, separated, chaptered and will be part of the finished archive.

Price calculated @ **\$250** per hour. For **all** time spent on site only. All editing and office work will be included. Video sessions will be billed at a 2 hour minimum per / day.

2.1 Early Completion and Additional Build Time Fees

Invoicing is based on periods set forth above, beginning from time to time throughout construction. If the scope of work set forth is 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 (reimbursable expenses are estimated to be \$ 0, including mark-up.)

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), reproductions, printing costs, deliveries/parcels and project-specific insurance where insurance needs exceed Multivista's general liability policy limits.

On this Project, reimbursable expenses are estimated to be \$ 0, including mark-up.

3.0 Contingency Fees

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 \$150 per hour for on site services and \$75 per hour for computer services.

(4) 4.0 Standard Terms and Conditions

- 1) **SERVICES:** Multivista shall provide professional services in accordance with the above agreed upon scope of work.
- 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 24 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.
- 7) **INDEPENDENT CONSULTANT:** Multivista is and shall be at all times during the term of the Agreement an independent consultant and not an agent 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(s) to provide services relating to, in connection with or on behalf of the Project.
- 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 for services rendered which is identified in section 2.0 Documentation Fees, 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:** 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 which are the subject of this agreement. All photos including and all documents on electronic media prepared under this Agreement are instruments of service and are, and shall remain, the property of Multivista, including all intellectual property rights, until such time as they are paid for in full by the Client at which time their ownership shall pass to the Client. Multivista makes no warrants as to the professional nature of the photograph other than to capture the construction progress. Notwithstanding the foregoing, the underlying proprietary software, processes, procedures and all other proprietary information used to create these instruments of service, including all intellectual property rights associated therewith, shall at all time remain the sole property of Multivista. Notwithstanding the foregoing, Multivista reserves the right to use limited samples of the media and system service prepared for Client (not to exceed 1% of total project images) for Multivista marketing and promotional purposes.
- 11) **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.
- 12) **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).
- 13) **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.
- 14) **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.
- 15) **INSURANCE:** Multivista will maintain \$2,000,000 business liability insurance. Multivista is currently covered by a policy with Auto Owners Insurance Company. Multivista will add the Client and the Clients agents as additionally insured on Multivista's policy upon request.
- 16) **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.

- 17) **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.
- 18) **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 Kentucky. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation rules of the American Arbitration Association.
- 19) **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.
- 20) **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 to Multivista to proceed with this project. Multivista reserves the right to revoke or modify this Proposal at any time before its acceptance.

The foregoing proposal is accepted by:

MVK Limited dba Multivista

Hardin County Board of Education

Signature_____

Signature_____

Printed Ernest Wrentmore

Printed_____

Title Business Development Manager

Title_____

Date _____

Date_____

