

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT
Services Less Than \$25,000
Photographic Documentation - PS1947**



This Contract is made and is dated November 9, 2012 by and between:

PBC: Public Building Commission of Chicago
50 West Washington
Chicago, Illinois 60602 ("PBC") and

Consultant: Multivista Illinois
1048 N. Hermitage
Chicago, IL 60622
Attn: Paul Munsterman

For the Services of: **Scope of Services attached hereto as Exhibit A.**

At the total **NOT TO EXCEED FEE** of:
\$5,200.00

Project: **JONES COLLEGE PREP HIGH SCHOOL -
PHOTOGRAPHIC DOCUMENTATION**

PUBLIC BUILDING COMMISSION OF CHICAGO

By: 

Erin Lavin Cabonargi

Title: Executive Director

Date: 11.19.12

Consultant: **MULTIVISTA ILLINOIS**

By: 

Title: President

Date: 11-9-2012

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all

times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

4. Time Is Of The Essence. Time is of the essence for this Contract.

5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

6. Compensation of Consultant. The Commission shall pay the Consultant a **Not to Exceed Fee** and Expenses, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

8. Indemnity. The Consultant shall defend, indemnify and hold the PBC, City of Chicago and its commissioners, officers, agents, officials, and employees harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the PBC harmless shall survive the expiration, termination or cancellation of this Contract and

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shall include the payment of any and all attorneys' fees and costs incurred by the PBC in defending any such claim.

notice to the Consultant.

9. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

16. Notices. All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the PBC as an additional insured on a primary, non-contributory basis.

17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

18. Governing Law. The laws of the State of Illinois shall govern this Contract.

12. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

19. Choice Of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

13. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

15. Termination. The PBC reserves the right to terminate this Contract at any time by providing written

24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

25. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein.

EXHIBIT A
DESCRIPTION OF SERVICES

Consultant Services includes but limited to the following services, to provide superior photographic documentation for the Jones College Prep High School project.

1.1 Project Documentation (Photo Sets):

- **(8) Interior Progressions and Slideshows** of each level (all units and common areas) to begin at time of substantial framing or as directed by the client. Interior Progression photos track the interior improvements from when interior work begins (typically, at the substantial stud-work stage) to completion. Interior Progressions are designed to provide comprehensive coverage of the various trades coming together over time and therefore gives the client exceptional transparency and protection against sub-trade accountability, fault and delays, the capability of virtual OAC meetings, a permanent record of construction, resulting in a higher quality build.
- ✓ 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, marketing updates, construction reports, equipment on-site) and are not linked to architectural drawings but are dated, labeled and stored on client interface.

1.2 Technology and Documentation Services:

In addition to the foregoing, all documentation packages to include:

Multivista Mobile - Multivista Mobile is a web application which runs through your mobile device's native web browser. Consultant does not guarantee that all smartphones or touch based tablets will work. Multivista Mobile allows you to view floorplans, slideshows and photos, all tied together using Multivista's proprietary indexing system. Advanced features such as TeamTalk, Photo Exporting and Activity Searches are not currently supported. To access Multivista Mobile visit Consultant website at www.multivista.com and click on the 'Client Login' button.

Team Talk™.

- Visual list of recent project activity including updated shoots and comments
- Clients can comment on Projects and Shoots (through Team Talk) as well as directly on Photos
- Public / Private Commenting
- Photo comments Flagged with icon in thumbnail views
- Photo comments appear in floor plan
- Hover pictures and printed versions of photos
- Comments can be tagged with keywords using the # pound sign
- Tagged keywords can in turn be searched and associated photos printed out

Pre-documentation consultation(s) with the PBC 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 PBC 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 PBC and set forth in Exhibit A, above.
- Linking each photo set to the appropriate location on the site plans and/or floor plans of the PBC.
- 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.
- Complimentary Digital copy of the entire Documentation upon completion. Once the system is archived there will be certain functions that will not be available such as Print Photo via native PDF functionality, Email Photo via native PDF functionality, Scroll Wheel Zoom on Floorplan and Add Comments.

EXHIBIT B
COMPENSATION OF THE CONSULTANT

B.1 CONSULTANT'S FEE

B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a **Not to Exceed Fee ("Fee")** of **\$5,200.00** for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.

B.1.2 Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

B.1.3 Direct expenses include, but are not limited to copying jobs, in town transportation expenses, parking expenses, etc. All direct expenses must have prior written approval from the Commission prior to Consultant invoicing for payment.

B.2 Documentation Fees:

The following Documentation Fee is inclusive of all the services set forth in Exhibit A above:

Mobilization: \$ 1,787.50 (mobilization fee, due prior to commencement, allows us to set up your website, scrub your files, ADD INTERIOR PROGRESSION PLANS and set up the locations for photographs in the system)

Monthly Invoice: \$ 487.50 x 7 months

B.2.1 Early Completion and Additional Build Time Fees

Invoicing is based on a build period of approximately eight (8) months. If the scope of work set forth in Exhibit A above is completed prior to that time, 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 Exhibit A, if required, will be priced as needed. Additional Detail Shoots will be priced individually.

B.2.2 Reimbursable Expenses

On this Project, reimbursable expenses will be \$ 0

B.3.0 Other Fees

Multivista would be pleased to accommodate limited additional items that may be captured during their scheduled visits and included in the Slideshow section of their service. Additional items which require special visits to site or are of significant scope will be quoted separately for a fixed fee.

EXHIBIT C
INSURANCE REQUIREMENTS

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

C.1. INSURANCE TO BE PROVIDED

C.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease

C.1.2. Commercial General Liability

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage must include, but is not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

C.1.3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago must be named as additional insured on a primary, non-contributory basis.

C.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Consultant under the

Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

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**EXHIBIT D
DISCLOSURE OF RETAINED PARTIES**

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: Jones College Prep - Photo Documentation
Description of goods or services to be provided under Contract: Photographic Documentation
PS1947
2. Name of Contractor: Multivista
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
N/A			

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained:

4. The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.

Paul M
Signature

11-9-2012
Date

Paul Munsterman
Name (Type or Print)

President
Title

Subscribed and sworn to before me

this 9th day of Nov 2012

Sandra L. DeBias
Notary Public



EXHIBIT E
M/WBE REPORT
MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

Yes No

If "Yes" check and ATTACH copy of current Letter of Certification:

Certifying Agency:

State of Illinois - Department of Central Management Services _____
Women's Business Development Center _____
Chicago Minority Business Development Council _____
City of Chicago _____
County of Cook _____
Metropolitan Water Reclamation District _____

Category:

MBE _____
WBE _____

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

Multivista Illinois
Company Name

11-9-2012
Date

Paul Munsterman
Print Name

Paul M
Signature

EXHIBIT F
W-9 REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

[SEE ATTACHMENT]



CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY)
11/12/12

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3125 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY JOHN E. HORN & ASSOCIATES, INC 6650 N NORTHWEST HWY STE 105 CHICAGO, IL 60631-1362 (773)461-2000	AGENT'S NO. MM1274	INSURANCE COVERAGE THE ERIE INSURANCE EXCHANGE (Not Applicable) THE ERIE INSURANCE COMPANY OF NEW YORK
NAME AND ADDRESS OF NAMED INSURED Munterman Services LLC dba Multivista 1048 N Hermitage Chicago, IL 60622		This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured of the time that the Certificate is being issued.

TYPE OF INSURANCE	POLICY NUMBER	START DATE	EXPIRATION DATE	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS COMPENSATION & EMPLOYERS LIABILITY <input type="checkbox"/> OTHER	Q42 1630623	6/16/12	6/16/13	EACH OCCURRENCE \$ 2,000,000 PER DAMAGE INCURRED \$ 2,000,000 PER EMP PER OCCURR \$ 5,000 PERSONAL & AUTO LIABILITY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP ACCT \$ 4,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, NON-OWNED, GARAGE) <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q06 1630628	6/16/12	6/16/13	BODILY INJURY EXCLUSION \$ BODILY INJURY PER ACCIDENT \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE EXCLUSION \$ 1,000,000 FUEL TANK DAMAGE \$ AGGREGATE \$
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$				FUEL TANK DAMAGE \$ AGGREGATE \$
<input type="checkbox"/> WORKERS COMPENSATION & EMPLOYERS LIABILITY <input type="checkbox"/> OTHER	Q90 1600593	6/16/12	6/16/13	ACCIDENT \$ 500,000 EACH ACCIDENT DISEASE \$ 500,000 POLICY LIMIT BY DISEASE \$ 500,000 EACH EMPLOYEE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Job: William Jones College Prep, 606 N State St, Chicago, IL. The Public Building Commission of Chicago, The Board of Education of the City of Chicago, and the City of Chicago are additional insureds on a primary and noncontributory basis with a waiver of subrogation cont'd

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER Public Building Commission Richard J Daley Center Room 200 Chicago, IL 60602	ok eryan 11/19/12 AUTHORIZED REPRESENTATIVE
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DESCRIPTION OF JOBS/SPECIAL ENDORSEMENTS/WORDING:
with respects to the general liability. A waiver of subrogation also applies to the workers compensation.