

PROFESSIONAL SERVICES CONTRACT

GENERAL TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **KITSAP COUNTY**, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington, 98366, hereinafter COUNTY, and **Watershed Sciences**, with its principal offices at 230 SW 3rd Street, Suite 202, Corvallis, Oregon 97333, hereinafter CONTRACTOR.

Kitsap County, in cooperation with the Puget Sound LiDAR Consortium issued a Request For Proposal on October 20, 2005 for public-domain high-resolution LiDAR topographic survey data in Washington and Oregon States. In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. General Terms and Agreement
- b. Exhibit A. Scope of Work and Compensation
- c. Exhibit B. Compensation

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the COUNTY, and shall terminate on July 15, 2009.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide public-domain high-resolution LiDAR topographic survey data in Washington and Oregon. For the winter of 2005-06 the PSLC expects to have at least \$400,000 available to purchase LiDAR surveys. Similar amounts may be available in the following years, depending in large part on Federal appropriations. Most of these funds will be expended by Kitsap County via the contract,

but some Consortium partners may not find it feasible to purchase data via this contract and will choose to execute similar contracts with the vendor.

For the purposes of general reference, survey design shall be defined by COUNTY in approximate minimum tile size of 50 sq. miles for purposes collection and delivery, and both parties agree that final charges shall be based on exact sq. miles of data delivered and not approximations as stated here.

Further, COUNTY agrees to furnish a prioritized schedule of preferred data collection and delivery, beginning with the highest priority to the lowest priority understanding that CONTRACTOR will endeavor to follow these priorities subject to availability of crew, equipment and weather, however all parties agree that CONTRACTOR shall make final judgments in scheduling of data collection in order to maximize data collection under the terms of the agreement.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY excepting survey points which may be collected by COUNTY and provide to CONTRATOR for ground survey validation.

c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties. CONTRACTOR will endeavor to complete all data collection during “leaf off” conditions as determined by COUNTY, based on weather conditions and equipment performance. The COUNTY through the Consortium will determine the leaf off/on period. Both parties agree that CONTRACTOR shall not be obligated to maintain collection equipment in Washington State for inclement weather periods beyond three (3) days.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The party’s representatives are as follows:

a. For CONTRACTOR:

Mr. Matthew Boyd, Project Manager
Watershed Sciences
230 SW 3rd Street, Suite 202,
Corvallis, Oregon 97333

b. For COUNTY:

Phyllis Mann, Director-
Kitsap County Department of Emergency Management
911 Carver Street
Bremerton, WA 98312

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as per the fee scheduled outlined below based upon contiguous survey area size. Included in the fee schedule are all mobilizations cost, all phases of acquisition and processing and delivery of the data in digital form. Data Specifications are listed in Exhibit A. Fee schedule as follows:

Survey Area Distributions	Cost per Acre
50mi ² - 32,000 acres	\$1.34
>100 mi ² - 64,000 acres	\$1.00
>150 mi ² - 96,000 acres	\$0.84
>200 mi ² - 128,000 acres	\$0.74
>250 mi ² - 160,000 acres	\$0.67

Note: 640 acres = a square mile

The CONTRACTOR may bill as follows: Exhibit B Compensation: 40% of the fees charged may be billed upon collection of data, 30% upon delivery of the data and the remaining 20% upon acceptance by the County.

No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

a. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

b. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not occurred within sixty (60) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. Substantial for the purposes of this contract

means faithfully fulfilling the terms of this contract with variances only for technical or minor omissions or defects.

c. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED HOWEVER, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

a. Professional Legal Liability: The CONTRACTOR shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$1 million per occurrence.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. Workers Compensation and Employer's Liability: The CONTRACTOR shall maintain workers compensation insurance as required by Title 51 RCW or the rules and regulations of the state where the CONTRACTOR provides employment for services rendered under this contract.

c. Commercial General Liability: The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1 million per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than \$2 million.

The CONTRACTOR'S Commercial General Liability coverage shall not exclude any activity to be performed in fulfillment of this Contract, including aircraft operated by the CONTRACTOR or any SUBCONTRACTOR. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

d. Automobile Liability: The CONTRACTOR shall maintain automobile liability insurance as follows:

The CONTRACTOR shall maintain Commercial Automobile Liability insurance with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. Other Insurance Provisions:

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) Where such coverage is required, the CONTRACTOR'S Commercial General Liability insurance and Automobile Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services.
- (3) Where such coverage is required, the CONTRACTOR'S Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or tail coverage for a three-year period after project completion.
- (9) Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- (10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) days after the

effective date of the contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

(11) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

(12) Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

(13) **If requested**, the CONTRACTOR shall provide evidence from the Washington State Department of Labor and Industries, or applicable Workers' Compensation Representative that CONTRACTOR is currently paying Workers Compensation.

(14) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Mr. Mark Abernathy, Kitsap County Risk Manager
614 Division Street
Port Orchard, WA. 98366

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within sixty (60) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the

CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, shall be entitled to recover the base fixed costs set forth in Exhibit A, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm. However, COUNTY agrees that CONTRACTOR, with the prior express written consent of the COUNTY, may subcontract to other firms or persons the collection and processing of data on behalf of the COUNTY. All parties agree that cost for subcontracted work shall be defined by Exhibit to this agreement and at CONTRACTOR'S option and with agreement from COUNTY, may be subject to separate terms, conditions and rate or compensation schedules subject to amendment to this agreement. CONTRACTOR assumes no increased cost for work subcontracted to others on behalf of COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in the Compensation Section of this Contract and Exhibits and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Kitsap County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now in effect or may be enacted during the term of this Contract Provided, however, that COUNTY shall pay any Sales Tax, if applicable.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee, where the request is reasonable and will not materially interfere with the CONTRACTOR'S performance of this Contract.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be works for hire as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

c. The LIDAR data acquired through this contract shall be in the public domain. Data acquired through this contract period may be used by any public agency.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or

designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract representative shall be final and conclusive.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the CONTRACTOR in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the introductory paragraph of the General Terms and Conditions of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties to this Contract have executed this Contract to take effect as of the date written below.

Watershed Sciences LiDAR contract, Kitsap County contract control no. KC-_____

DATED this ___ day of _____, 2006 DATED this ___ day of _____, 2006

CONTRACTOR
Watershed Sciences

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

Mathew Boyd, Project Manager

Jan Angel, Chair

Attest:

Chris Endresen, Commissioner

Opal Robertson, Clerk of the Board

Patty Lent, Commissioner

EXHIBIT A

Statement of Work for LiDAR, Lewis County Department of Public Works

Lewis County Department of Public Works proposes to contract with Kitsap County in 2006 to obtain Light Detection And Ranging (LiDAR) data (plus 2-foot contour maps) over portions of Lewis County in Southwestern Washington State. The proposed data collection is part of the interagency Puget Sound LiDAR Consortium (PSLC) effort to acquire LiDAR data for much of the lowlands of the greater Puget Sound basin and parts of Southwest Washington and Northwest Oregon. Kitsap County Department of Emergency Management provides contract monitoring and administrative services necessary to collect LiDAR, a new, aircraft-borne elevation mapping technique that produces high-resolution Digital Elevation Models (DEMs).

Lewis County received LiDAR DEM, DTM and 2-foot contours in 2005, through the PSLC and Kitsap County program, for lowland part of Lewis County, along the Interstate-5 and U.S. Highway-12 corridors. The DEMs, DTMs and 2-foot contours have proven extremely useful for the County's economic development, community development, road development and surface water management programs. In January 2006, the PSLC selected Watershed Sciences of Portland, Oregon, through competitive bid, for LiDAR data acquisition and preliminary analysis. Kitsap County will contract with Watershed Sciences to have LiDAR flown for Lewis County over the area described below for the data collection work of this PSLC program. All of the collected data will be available in the public domain.

The Puget Sound LiDAR Consortium (PSLC) consists of a core group of agencies – Kitsap County, Kitsap County Public Utilities District Number 1 (PUD), City of Seattle, Puget Sound Regional Council, the United States Geological Survey (USGS), and the National Aeronautics and Space Administration (NASA). The core group is responsible for data quality, overall survey design, and coordination with the contractor, Watershed Sciences. The core group determines if data delivered meets the contract specifications and authorizes payment. Kitsap County Department of Emergency Management is the fiscal agent of the program and is responsible for contract monitoring and for the administrative services necessary to collect, evaluate the quality, and distribute the LiDAR data. This Statement of Work involves only that portion of the LiDAR data to be collected over portions of Lewis County. The overall LiDAR survey design will be established by the PSLC.

Lewis County 2006 LiDAR Project

The proposed 2006 Lewis County LiDAR Project will be to obtain aerial digital LiDAR DEM and DTM images and data (and 2-foot terrain contour topographic maps) primarily of river and stream floodplain areas for a 634.7 square mile portion of the County. This data will be used initially to update the County's FEMA FIRM flood Prone Areas (DFIRM). Secondly, it will be used for Economic Development, Community Development, and Public Works road improvement and surface water management

program needs. The approximate total budget is \$330,000, which includes LiDAR DEM, DTM data (and 2-foot contour maps) and Kitsap County PSLC/LiDAR administrative fees.

The 634.7 square mile area (see Lewis County 2006 LiDAR Area Needs Map 10Jan2006), is identified in three parts:

- Part A- 168.0 square mile area West of Interstate 5 to the County border;
- Part B- 206.9 square mile area East of Interstate 5 out to Riffe Lake; and
- Part C- 259.8 square mile area East of Mossyrock Lake up to Mineral, and Riffe Lake up Upper Cowlitz River to Packwood and to the County border.

Cost is based on a per acre rate of \$.67 (for contract work greater than 250miles/160,000 acres), (plus 10% for 2-foot contour maps) and a 10% Puget Sound LiDAR Consortium fee.

EXHIBIT B
COMPENSATION

Fixed Cost: \$330,000.00

For the services performed hereunder, the CONTRACTOR shall be paid as per the fee scheduled outlined below based upon contiguous survey area size. Included in the fee schedule are all mobilizations cost, all phases of acquisition and processing and delivery of the data in digital form. Data Specifications are listed in Exhibit A. Fee schedule as follows:

Survey Area Distributions	Cost per Acre
50mi ² - 32,000 acres	\$1.34
>100 mi ² - 64,000 acres	\$1.00
>150 mi ² - 96,000 acres	\$0.84
>200 mi ² - 128,000 acres	\$0.74
>250 mi ² - 160,000 acres	\$0.67

Note: 640 acres in a square mile

The CONTRACTOR may bill as follows: Exhibit B Compensation: 40% of the fees charged may be billed upon collection of data, 30% upon delivery of the data and the remaining 20% upon acceptance by the County.

Included in all cost shall be a 10% Administration fee to be paid to Kitsap County Department of Emergency Management. 5% of the fee shall be for contract administration and 5% of the fee shall be for quality control monitoring.