

**WHATCOM COUNTY:
Recommended for Approval:**

Diana Bradnick by Stacy Henthorn 9/15/2023
County Auditor Date

Approved as to form:

/s/ Royce Buckingham 9/8/2023
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____.

CONTRACTOR INFORMATION:

US Imaging, Inc.
Alicia Floyd, Contract Manager
400 S. Franklin Street
Saginaw, MI 48607

Email: afloyd@us-imaging.com
phone: 512-505-8783

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or

in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 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 Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance – Not Applicable

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided

herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment: *(Must be included in every contract as per Ord. 2021-016)*

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services: *(Must be included in every contract as per Ord. 2021-016)*

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Stacy Henthorn, Chief Deputy Auditor
311 Grand Ave., Suite 103
Bellingham, WA 98225

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Auditor's Office
311 Grand Ave., Suite 103
Bellingham, WA 98225
Attention: Stacy Henthorn

Telephone: 360-778-5130
Email: Shenthor@co.whatcom.wa.us

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, 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. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the

potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

Stage 1 - Capture

180 Direct/Indirect Grantor and Grantee Index Books beginning 1853 – 1991

Volume	Direct/Indirect	Alpha Range	Start Date	End Date	Volume Size	Page Count
Volume A	Direct	A-Z	1853	1877	10.5x15.25	463
Auditor's Book	Direct	A-Z	1854	1880	8x12.5	324
1 volume	Direct/Indirect	A-Z	1858	1884	15x17	638
1 volume	Direct	A-Z	1884	1889	15x17	454
1 volume	Direct	A-B	1858	1897	15x17	544
1 volume	Direct	C-D	1858	1897	15x17	446
1 volume	Direct	E-G	1858	1897	15x17	454
1 volume	Direct	H-K	1858	1897	15x17	506
1 volume	Direct	L-M	1858	1897	15x17	504
1 volume	Direct	N-R	1858	1897	15x17	486
1 volume	Direct	S	1858	1897	15x17	400
1 volume	Direct	T-Z	1858	1897	15x17	654
1 volume	Indirect	A-B	1858	1897	15x17	485
1 volume	Indirect	C-D	1858	1897	15x17	444
1 volume	Indirect	E-G	1858	1897	15x17	454
1 volume	Indirect	H-K	1858	1897	15x17	452
1 volume	Indirect	L-M	1858	1897	15x17	504
1 volume	Indirect	N-R	1858	1897	15x17	444
1 volume	Indirect	S	1858	1897	15x17	406
1 volume	Indirect	T-Z	1858	1897	15x17	484
1 volume	Direct	A-F	1897	1903	16x17.25	676
1 volume	Direct	A-F	1897	1903	15.25x17.25	676
1 volume	Direct	G-N	1897	1903	16x17.25	680
1 volume	Direct	G-N	1897	1903	15.25x17.25	680
1 volume	Direct	O-Z	1897	1903	16x17.25	716
1 volume	Direct	O-Z	1897	1903	15.25x17.25	716
1 volume	Indirect	A-F	1897	1903	16x17.25	604
1 volume	Indirect	A-F	1897	1903	15.25x17.25	604
1 volume	Indirect	G-N	1897	1903	16x17.25	656
1 volume	Indirect	G-N	1897	1903	15.25x17.25	656
1 volume	Indirect	O-Z	1897	1903	16x17.25	700
1 volume	Indirect	O-Z	1897	1903	17.25x17.5	700
1 volume	Direct	A-B	1903	1913	17.25x17.5	360
1 volume	Direct	C-D	1903	1913	17.25x17.5	382
1 volume	Direct	E-G	1903	1913	17.25x17.5	358
1 volume	Direct	H-J	1903	1913	17.25x17.5	327
1 volume	Direct	K-L	1903	1913	17.25x17.5	294
1 volume	Direct	M-N	1903	1913	17.25x17.5	370

1 volume	Direct	O-R	1903	1913	17.25x17.5	341
1 volume	Direct	S	1903	1913	17.25x17.5	316
1 volume	Direct	T-V	1903	1913	17.25x17.5	155
1 volume	Direct	W-Z	1903	1913	17.25x17.5	239
1 volume	Indirect	A-B	1903	1913	17.25x17.5	360
1 volume	Indirect	C-D	1903	1913	17.25x17.5	382
1 volume	Indirect	E-G	1903	1913	17.25x17.5	356
1 volume	Indirect	H-J	1903	1913	17.25x17.5	325
1 volume	Indirect	K-L	1903	1913	17.25x17.5	292
1 volume	Indirect	M-N	1903	1913	17.25x17.5	370
1 volume	Indirect	O-R	1903	1913	17.25x17.5	341
1 volume	Indirect	S	1903	1913	17.25x17.5	316
1 volume	Indirect	T-V	1903	1913	17.25x17.5	156
1 volume	Indirect	W-Z	1903	1913	17.25x17.5	239
1 volume	Direct	A-B	1914	1926	17.25x17.5	584
1 volume	Direct	C-D	1914	1926	17.25x17.5	463
1 volume	Direct	E-G	1914	1926	17.25x17.5	468
1 volume	Direct	H-J	1914	1926	17.25x17.5	464
1 volume	Direct	K-L	1914	1926	17.25x17.5	404
1 volume	Direct	M-N	1914	1926	17.25x17.5	504
1 volume	Direct	O-R	1914	1926	17.25x17.5	480
1 volume	Direct	S	1914	1926	17.25x17.5	428
1 volume	Direct	T-V	1914	1926	17.25x17.5	264
1 volume	Direct	W-Z	1914	1926	17.25x17.5	384
1 volume	Indirect	A-B	1914	1926	17.25x17.5	575
1 volume	Indirect	C-D	1914	1926	17.25x17.5	464
1 volume	Indirect	E-G	1914	1926	17.25x17.5	464
1 volume	Indirect	H-J	1914	1926	17.25x17.5	464
1 volume	Indirect	K-L	1914	1926	17.25x17.5	402
1 volume	Indirect	M-N	1914	1926	17.25x17.5	503
1 volume	Indirect	O-R	1914	1926	17.25x17.5	476
1 volume	Indirect	S	1914	1926	17.25x17.5	424
1 volume	Indirect	T-V	1914	1926	17.25x17.5	264
1 volume	Indirect	W-Z	1914	1926	17.25x17.5	388
1 volume	Direct	A-B	1927	1939	17.25x17.5	570
1 volume	Direct	C-D	1927	1939	17.25x17.5	451
1 volume	Direct	E-G	1927	1939	17.25x17.5	477
1 volume	Direct	H-J	1927	1939	17.25x17.5	470
1 volume	Direct	K-L	1927	1939	17.25x17.5	404
1 volume	Direct	M-N	1927	1939	17.25x17.5	508
1 volume	Direct	O-R	1927	1939	17.25x17.5	484
1 volume	Direct	S	1927	1939	17.25x17.5	398
1 volume	Direct	T-V	1927	1939	17.25x17.5	268

1 volume	Direct	W-Z	1927	1939	17.25x17.5	408
1 volume	Indirect	A-B	1927	1939	17.25x17.25	598
1 volume	Indirect	C-D	1927	1939	17.25x17.25	482
1 volume	Indirect	E-G	1927	1939	17.25x17.25	474
1 volume	Indirect	H-J	1927	1939	17.25x17.25	470
1 volume	Indirect	K-L	1927	1939	17.25x17.25	414
1 volume	Indirect	M-N	1927	1939	17.25x17.25	508
1 volume	Indirect	O-R	1927	1939	17.25x17.25	488
1 volume	Indirect	S	1927	1939	17.25x17.25	464
1 volume	Indirect	T-V	1927	1939	17.25x17.25	272
1 volume	Indirect	W-Z	1927	1939	17.25x17.25	412
1 volume	Direct	A-B	1940	1950	17.5x17.25	578
1 volume	Direct	C-D	1940	1950	17.5x17.25	455
1 volume	Direct	E-G	1940	1950	17.5x17.25	479
1 volume	Direct	H-J	1940	1950	17.5x17.25	445
1 volume	Direct	K-L	1940	1950	17.5x17.25	404
1 volume	Direct	M-N	1940	1950	17.5x17.25	508
1 volume	Direct	O-R	1940	1950	17.5x17.25	446
1 volume	Direct	S	1940	1950	17.5x17.25	406
1 volume	Direct	T-V	1940	1950	17.5x17.25	276
1 volume	Direct	W-Z	1940	1950	17.5x17.25	406
1 volume	Indirect	A-B	1940	1950	17.25x17.25	578
1 volume	Indirect	C-D	1940	1950	17.25x17.25	651
1 volume	Indirect	E-G	1940	1950	17.25x17.25	479
1 volume	Indirect	H-J	1940	1950	17.25x17.25	445
1 volume	Indirect	K-L	1940	1950	17.25x17.25	404
1 volume	Indirect	M-N	1940	1950	17.25x17.25	508
1 volume	Indirect	O-R	1940	1950	17.25x17.25	446
1 volume	Indirect	S	1940	1950	17.25x17.25	402
1 volume	Indirect	T-V	1940	1950	17.25x17.25	274
1 volume	Indirect	W-Z	1940	1950	17.25x17.25	408
1 volume	Direct	A-B	1951	1960	17.75x17.25	483
1 volume	Direct	C-D	1951	1960	17.75x17.25	462
1 volume	Direct	E-G	1951	1960	17.75x17.25	504
1 volume	Direct	H-J	1951	1960	17.75x17.25	454
1 volume	Direct	K-L	1951	1960	17.75x17.25	404
1 volume	Direct	M-N	1951	1960	17.75x17.25	504
1 volume	Direct	O-R	1951	1960	17.75x17.25	454
1 volume	Direct	S	1951	1960	17.75x17.25	414
1 volume	Direct	T-V	1951	1960	17.75x17.25	272
1 volume	Direct	W-Z	1951	1960	17.75x17.25	408
1 volume	Indirect	A-B	1951	1960	17.75x17.25	482
1 volume	Indirect	C-D	1951	1960	17.75x17.25	460

1 volume	Indirect	E-G	1951	1960	17.75x17.25	504
1 volume	Indirect	H-J	1951	1960	17.75x17.25	454
1 volume	Indirect	K-L	1951	1960	17.75x17.25	404
1 volume	Indirect	M-N	1951	1960	17.75x17.25	504
1 volume	Indirect	O-R	1951	1960	17.75x17.25	457
1 volume	Indirect	S	1951	1960	17.75x17.25	404
1 volume	Indirect	T-V	1951	1960	17.75x17.25	274
1 volume	Indirect	W-Z	1951	1960	17.75x17.25	408
1 volume	Direct	A-B	1961	1969	17.75x17.25	484
1 volume	Direct	C-D	1961	1969	17.75x17.25	462
1 volume	Direct	E-G	1961	1969	17.75x17.25	505
1 volume	Direct	H-J	1961	1969	17.75x17.25	460
1 volume	Direct	K-L	1961	1969	17.75x17.25	412
1 volume	Direct	M-N	1961	1969	17.75x17.25	508
1 volume	Direct	O-R	1961	1969	17.75x17.25	456
1 volume	Direct	S	1961	1969	17.75x17.25	414
1 volume	Direct	T-V	1961	1969	17.75x17.25	272
1 volume	Direct	W-Z	1961	1969	17.75x17.25	412
1 volume	Indirect	A-B	1961	1969	17.5x17.25	484
1 volume	Indirect	C-D	1961	1969	17.5x17.25	460
1 volume	Indirect	E-G	1961	1969	17.5x17.25	504
1 volume	Indirect	H-J	1961	1969	17.5x17.25	460
1 volume	Indirect	K-L	1961	1969	17.5x17.25	412
1 volume	Indirect	M-N	1961	1969	17.5x17.25	508
1 volume	Indirect	O-R	1961	1969	17.5x17.25	457
1 volume	Indirect	S	1961	1969	17.5x17.25	414
1 volume	Indirect	T-V	1961	1969	17.5x17.25	277
1 volume	Indirect	W-Z	1961	1969	17.5x17.25	412
1 volume	Direct	A	1970	1980	17.5x18.75	178
1 volume	Direct	B	1970	1980	17.5x18.75	654
1 volume	Direct	C-D	1970	1980	17.5x18.75	630
1 volume	Direct	E-F	1970	1980	17.5x18.25	394
1 volume	Direct	G	1970	1980	17.5x18.5	306
1 volume	Direct	H-I	1970	1980	17.5x18.5	530
1 volume	Direct	J-M	1970	1980	17.5x18.5	534
1 volume	Direct	L-M	1970	1980	17.5x18.5	674
1 volume	Direct	N-P	1970	1980	17.5x18.5	716
1 volume	Direct	Q-R	1970	1980	17.5x18.5	343
1 volume	Direct	S	1970	1980	17.5x18.5	663
1 volume	Direct	T-V	1970	1980	17.5x18.5	456
1 volume	Direct	W-Z	1970	1980	17.5x18.5	522
1 volume	Indirect	A	1970	1980	17.75x18.5	394
1 volume	Indirect	B	1970	1980	17.75x18.5	464

1 volume	Indirect	C-D	1970	1980	17.75x18.5	632
1 volume	Indirect	E-F	1970	1980	17.5x18.5	422
1 volume	Indirect	G	1970	1980	17.5x18.5	282
1 volume	Indirect	H-I	1970	1980	17.5x18.5	485
1 volume	Indirect	J-L	1970	1980	17.5x18.5	682
1 volume	Indirect	M	1970	1980	17.5x18.5	504
1 volume	Indirect	N-P	1970	1980	17.5x18.5	412
1 volume	Indirect	N-P	1970	1980	17.5x18.5	416
1 volume	Indirect	Q-R	1970	1980	17.5x18.5	346
1 volume	Indirect	S	1970	1980	17.5x18.5	240
1 volume	Indirect	S	1970	1980	17.5x18.5	476
1 volume	Indirect	T-V	1970	1980	17.5x18.5	492
1 volume	Indirect	W-Z	1970	1980	17.5x18.5	472
1 volume	Direct	A-I	1981	1981	17.5x18.5	530
1 volume	Direct	J-S	1981	1981	17.5x18.5	562
1 volume	Direct	T-Z	1981	1981	17.25x18.5	192
1 volume	Indirect	A-J	1981	1981	17.5x18.5	548
1 volume	Indirect	K-S	1981	1981	17.5x18.5	562
1 volume	Indirect	T-Z	1981	1981	17.25x18.5	196
1 volume	Direct	A-Marb	1982	1982	15.25x11.75	575
1 volume	Direct	March-Z, numbers	1982	1982	15.25x11.75	505
1 volume	Indirect	A-Nof	1982	1982	15.25x11.75	618
1 volume	Indirect	Nog-Z, numbers	1982	1982	15.25x11.75	503
1 volume	Direct	A-D	1982	1983	17.5x18.5	496
1 volume	Direct	E-I	1982	1983	17.5x18.5	500
1 volume	Direct	J-M	1982	1983	17x18.5	442
1 volume	Direct	N-R	1982	1983	17.5x18.5	390
1 volume	Direct	S	1982	1983	17x18.5	260
1 volume	Direct	T-Z	1982	1983	17.5x18.5	428
1 volume	Indirect	A-D	1982	1983	17.5x18.5	502
1 volume	Indirect	E-K	1982	1983	17.5x18.5	608
1 volume	Indirect	L-M	1982	1983	17.5x18.5	304
1 volume	Indirect	N-R	1982	1983	17.5x18.5	442
1 volume	Indirect	S	1982	1983	17.5x18.5	348
1 volume	Indirect	T-V	1982	1983	17.5x18.5	230
1 volume	Indirect	W-Z	1982	1983	17.5x18.5	222
1 volume	Direct	A-Mathe	1983	1983	15.25x11.75	664
1 volume	Direct	Mathe-Z, numbers	1983	1983	15.25x11.75	588
1 volume	Indirect	A-Misch	1983	1983	15.25x11.75	703
1 volume	Indirect	Misch-Z, numbers	1983	1983	15.25x11.75	670
1 volume	Direct	A-Landon	1988	1988	15.25x11.75	325
1 volume	Direct	Landsem-Z	1988	1988	15.25x11.75	320
1 volume	Direct	A-Z	1988	1988	15.25x11.75	203

1 volume	Indirect	A-Moceri	1988	1988	15.25x11.75	351
1 volume	Indirect	A-Lanktree	1988	1988	15.25x11.75	290
1 volume	Indirect	Lann-Z	1988	1988	15.25x11.75	290
1 volume	Indirect	Moceri-Z, corporations	1988	1988	15.25x11.75	376
1 volume	Direct	A-Hansen	1989	1989	15.25x11.75	531
1 volume	Direct	Hansen-Rick	1989	1989	15.25x11.75	508
1 volume	Direct	Rick-Z, numbers	1989	1989	15.25x11.75	472
1 volume	Indirect	A-Gulf	1989	1989	15.25x11.75	555
1 volume	Indirect	Gull-Schims	1989	1989	15.25x11.75	596
1 volume	Indirect	Schims-Z, numbers	1989	1989	15.25x11.75	467
1 volume	Direct	A-Gracia	1990	1990	15.25x11.75	551
1 volume	Direct	Gracia-Robertson	1990	1990	15.25x11.75	610
1 volume	Direct	Robertson-Z, numbers	1990	1990	15.25x11.75	527
1 volume	Indirect	A-Free	1990	1990	15.25x11.75	582
1 volume	Indirect	Free-Potts	1990	1990	15.25x11.75	607
1 volume	Indirect	Pouli-Z, numbers	1990	1990	15.25x11.75	644
1 volume	Direct	A-Harte	1991	1991	15.25x11.75	596
1 volume	Direct	Harte-Sans	1991	1991	15.25x11.75	556
1 volume	Direct	Sant-Z, numbers	1991	1991	15.25x11.75	468
1 volume	Indirect	A-Gray	1991	1991	15.25x11.75	632
1 volume	Indirect	Gray-Puget	1991	1991	15.25x11.75	574
1 volume	Indirect	Puget-Z, numbers	1991	1991	15.25x11.75	558
Total pages						106353

The project will begin with Eric Nejedly conducting a thorough inventory of the County's books for the range of the project. The US Imaging onsite scanning team, managed by Barb Kenny, will create an on-line Production Report for tracking the status of the images throughout the entire project. The team will scan all books on-site at the Regional Archives, 8 hours per day, over a two-week period. This will provide the County with a complete digital backup of their books almost instantly. Additional processing can be performed over the allotted budget years at the discretion of the County.

All Books will be removed from shelves in sequential order. Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain as intact. Our Book Scanners will capture 2 pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages. Pages with removable mechanical binders are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up. All book pages will be scanned on a book scanner at 300dpi in color to capture all 16,777,216 colors that are present on the original pages and saved as color JPEG images. All JPEG images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Book number.

After scanning, while still on-site, our staff will inspect 100% of the book pages as 1 "x1 .5" thumbnail images to confirm that no pages have been double fed, cut off, stretched, or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premise. If pages are sequentially numbered within each book, our on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as 12"x18" full size images in Stage 2.

The images will be automatically deskewed, black borders will be automatically cropped and any polarity present on the page will be automatically reversed so that each page is white with black text. If dual polarity exists, it will be corrected in Stage 3. A despeckling

program WILL NOT be used; these programs will remove pixels from the document that are essential for legibility and the legality of the documents. Despeckling must be done manually and is a part of our Stage 3 enhancement process.

Within 1 month of scanning, the JPEG and TIFF images will be shipped on USB Hard Drives to the County along with an invoice for Stage 1. The County can access JPEG and TIFF images via our ImageXpress software program. ImageXpress enables the County or the Public to easily access images by the Book number prior to Stage 2 inspection and Stage 3 enhancement and formatting. Users can easily browse through the pages of each book, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail individual pages or multiple pages of a document. ImageXpress is provided during Stage 2 and 3 processing at no additional charge.

In addition to JPEG and TIFF images, a small pilot will be produced for the County to thoroughly review, approve, and request modifications. All images will be inspected, cropped, grouped, indexed, and formatted as multi-page TIFF's that can be easily viewed by any imaging viewer.

Stage 2 - Crop, Inspect, Group, Index and Verify

Automatic cropping removes solid black borders that surround a page. Manual cropping will be performed just outside the edge of each page to provide a more accurate original page size, fewer bytes per image, better system performance and overall appearance of every image. No data or marginal notations will be removed from the image during this process.

Each black and white TIFF (2 color) image will be visually compared to each color JPEG (16,777,216 color) image on two side by side 20" portrait monitors simultaneously as full size up to 12"W x 16"H. Each image will be checked for sequential order, missing pages, duplicate pages, "A" pages, retakes, redox spots, and image quality. Particular attention is to be given to the party names, legal description, Book and Page numbers, Document numbers, date and time stamps and signatures during this process. If any part of the image is considered illegible it will be added to the Poor-Quality Image Report. Poor quality images will be reported and can be visually inspected in our free software utility called /imageReview. Since image quality is subjective and identifies 98% of the poor-quality images, we highly suggest an optional double inspection process where a second team of operators can inspect and report image quality a second time. The reports for each book would be consolidated to deliver the highest image quality possible.

ImageReview will allow the County to easily sort the Poor-Quality Report by Book number or the reported issue (light, dark, blurry, redox spots, etc.). ImageReview can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. ImageReview will display the poor-quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. ImageReview highlights images on the list after the County has inspected them so multiple inspectors know if an image has already been inspected or not. Once County review is complete, ImageReview exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval for specific images to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget. Our poor-quality image report provides proof that we have inspected 100% of the images with human eyes and allows the County to quickly inspect a small portion of the poor-quality images.

Our staff will manually group individual pages together for each document and name each document as specified below. Single level grouping and indexing will deliver 98% accuracy. Manual grouping and naming are prone to human errors, and we recommend our double grouping and naming process to eliminate them. 100% of the images will be grouped and named a second time by a second team of operators. The documents and naming identified by the first operator and the second operator will be compared electronically and any mismatches will be inspected, verified, or corrected by a third operator to deliver 100% index accuracy. This is commonly referred to as double key and verify in the indexing industry.

Project 1 - Index Books:

1. *Book#*
2. *Initial (i.e., S, SA, SAM)*
3. *Page# of that Initial*

Stage 3 - Enhancement & Formatting

US Imaging can adjust the poor contrast of an entire page or any specific area on a page to provide the most legible TIFF images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media at no additional charge.

US Imaging will format the images and indexes to the required specifications for import into the County's Records Management System. All formatted images will be copied to a new set of USB Hard Drives and shipped to the County for review and import into the system. The County is able to import all of the images in a single import or spread out as many imports as they like.

EXHIBIT "B"
(COMPENSATION)

Whatcom County, WA
RFP# 23-61

Cost Proposal – Project 1

Project 1: Estimated Investment to Scan Direct/Indirect Grantor/Grantee Index Books at the Northwest Regional Archives

Bound Books					
152 Books	@	450 Pages per Book (1853-1961 GR / GE Indexes)	=	68,257 Images	
Mechanical Books (up to 17.5"x18.5")					
80 Books	@	477 Pages per Greenbar Book (1970-1991 GR / GE Indexes)	=	38,096 Images	
106,353 Images	@	15% Poor Quality Images	=	15,953 Poor Quality	
68,257 Images	@	1,200 Bound Images Scanned per Hour (2 Scanners)	=	57 On-Site Hours	
38,096 Images	@	800 OS Mechanical Images Scanned per Hour (2 Scanners)	=	48 On-Site Hours	
105 Hours	@	8.0 Hours per Day with 8 Access 8:00am - 4:30pm, Mon - Fri	=	14 On-Site Days	
106,353 Images	@	400 Images per Gigabyte for Color JPEG Format	=	266 GB for JPEG's	
106,353 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	27 GB for TIFF's	
Stage 1				Min Req	Optional
		Travel & Setup for On-Site Scanning*	=	\$4,000.00	
14 Days	@	\$800.00 Per Day On-Site with 8 Hour Access @ State Archives	=	\$11,200.00	
68,257 Images	@	\$0.215 Per Bound Image to Scan & Inspect 300dpi JPEG	=	\$14,675.26	
38,096 Images	@	\$0.31 Per OS Mechanical Image to Scan & Inspect 300dpi JPEG	=	\$11,809.76	
106,353 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$1,595.30	
2 Drives	@	\$150.00 Per USB Hard Drive, Copying & Backup	=	\$300.00	
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment	=	\$60.00	
Stage 2					
106,353 Images	@	\$0.04 Per TIFF to Remove Excess Borders	=	\$4,254.12	
106,353 Images	@	\$0.04 Per TIFF to Single Inspect & Report to 98% Quality	=	\$4,254.12	
106,353 Images	@	\$0.04 Per TIFF to Double Inspect & Report to 100% Quality	=		\$4,254.12
106,353 Images	@	\$0.04 Per TIFF to Single Group & Index to 98% Accuracy	=	\$4,254.12	
106,353 Images	@	\$0.04 Per TIFF to Double Group & Name to 100% Accuracy	=		\$4,254.12
1 Drive	@	\$150.00 Per USB Hard Drive, Copying	=	\$150.00	
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment	=	\$60.00	
Stage 3					
15,953 Images	@	\$0.50 Per TIFF to Enhance & Replace Poor Quality	=		\$7,976.50
1 Drive	@	\$150.00 Per USB Hard Drive, Copying	=		\$150.00
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment	=		\$60.00
Total Investment			=	\$56,612.67	\$16,694.74
Average Investment per Image			=	\$0.5324	

*Travel Fee is discounted and will be scheduled for when USI is in the geographical area

Cost Proposal – Project 2

Project 2: Archive Digital Images to 35mm Microfilm

16mm Rollfilm

232 Books	@	2 Books per Roll, 35mm x 100'	=	116 Rolls
106,353 Images	@	\$0.25 Per Image to Archive Silver Original Rollfilm	=	\$26,588.25
116 Rolls	@	\$60.00 Per Second Silver Original Roll	=	\$6,960.00
232 Rolls	@	\$35.00 Per Silver Roll to Brown Tone	=	\$8,120.00
1 Box	@	\$150.00 Per Box, Microfilm Shipment to Regional Archives	=	\$150.00
1 Box	@	\$150.00 Per Box, Microfilm Shipment to County	=	<u>\$150.00</u>
Total Investment			=	<u>\$41,968.25</u>
Average Investment per Image			=	\$0.3947