

**STANDARD AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

This AGREEMENT made and entered into this 11<sup>th</sup> day of May, 2006.

by and between the OWNER,

Clark County, Indiana  
501 E. Court Avenue  
City-County Building Rm. 306  
Jeffersonville, Indiana 47130

and the ENGINEER,

Fuller, Mossbarger, Scott and May Engineers, Inc.  
350 Missouri Avenue Suite 101  
Jeffersonville, Indiana 47130-3078

**PROJECT DESCRIPTION AND PURPOSE**

The OWNER retains the ENGINEER to perform professional services in connection with Parcel Number Standardization and Updates (PROJECT).

Contemporaneous with the execution of this AGREEMENT, the ENGINEER and the OWNER each designates the following individuals as their representatives with respect to the services to be performed or furnished by the ENGINEER and responsibilities of the OWNER under this AGREEMENT. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the PROJECT on behalf of their respective party.

Designated Representatives are:

<u>For the OWNER</u>	<u>For the ENGINEER</u>
Name: <u>Barbara Haas</u>	Name: <u>Matthew D. Wagoner</u>
Title: <u>Auditor</u>	Title: <u>GIS Manager</u>
Phone Number: <u>(812) 285-6211</u>	Phone Number: <u>(502) 212-5000</u>
Facsimile Number: <u>(812) 285-6212</u>	Facsimile Number: <u>(502) 212-5055</u>
E-Mail Address: <u>bhaas@co.clark.in.us</u>	E-Mail Address: <u>mwagoner.fmsm.com</u>

The OWNER and the ENGINEER, for the consideration of the terms, conditions and covenants herein set forth and other valuable considerations further agree:

## SECTION 1 - ENGINEER'S SERVICES AND OWNER'S RESPONSIBILITIES

1.1. Scope of Services. The ENGINEER shall provide the services set forth in Appendix A.1. – "Scope of Services, Responsibilities, Time, Budget and Related Matters" (SERVICES).

1.2. Commencement of Services. Upon this AGREEMENT becoming effective, the ENGINEER is authorized to begin the SERVICES identified in Appendix A.1.

1.3. Changes in the Scope of Services. The OWNER may, by written order, make changes within the general scope of the AGREEMENT or SERVICES to be performed that are mutually acceptable to both parties. Equitable adjustments in the ENGINEER'S costs and or schedule shall be made accordingly, and this AGREEMENT shall be amended. The costs of such changes shall be negotiated in a manner consistent with the ENGINEER'S original agreement with the OWNER.

1.4. The OWNER shall have the responsibilities set forth herein and in Appendix A.1.

## SECTION 2 - TIMES FOR RENDERING SERVICES

2.1. Time Period. The ENGINEER'S SERVICES will be performed within the time period or by the date stated in Appendix A.1.

2.2. Delay or Suspension of Services. If the ENGINEER'S SERVICES are delayed or suspended in whole or in part by the OWNER, then the ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this AGREEMENT to reflect reasonable costs incurred by the ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.

## SECTION 3 - COMPENSATION AND PAYMENT TO THE ENGINEER

3.1. Basis of Payment. The OWNER shall pay the ENGINEER for SERVICES rendered under this AGREEMENT a Lump Sum amount of \$70,000.00. Appropriate amounts are incorporated in the Lump Sum to account for labor, overhead, profit, Reimbursable Expenses, and the ENGINEER'S Consultants' charges, if any.

3.2. Invoicing. The portion of the Lump Sum amount billed for the ENGINEER'S SERVICES will be based upon the ENGINEER'S estimate of the proportion of the total services actually completed during the billing period to the Lump Sum. Invoices will be prepared in accordance with the ENGINEER'S standard invoicing practices and will be submitted to the OWNER by the ENGINEER monthly, unless otherwise agreed.

3.3. Supporting Documentation. If supporting documentation is required, the OWNER shall submit in writing a list identifying the required items. Costs incurred by the ENGINEER will be charged at the standard unit rates and will be submitted on the invoice as "Extra Charges."

3.4. Payments. Invoices are due and payable within thirty (30) calendar days of receipt. If the OWNER fails to make any payment due the ENGINEER for SERVICES and expenses within thirty (30) calendar days after receipt of the ENGINEER'S invoice therefore, the amounts due the ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, the ENGINEER may, after giving seven (7) calendar days written notice to the OWNER, suspend SERVICES under this AGREEMENT until the ENGINEER has been paid in full all amounts due for SERVICES, expenses, and other related charges. Payments will be credited to interest first and then to principal. Upon payment in full by the OWNER, the ENGINEER shall resume services under this AGREEMENT, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses for the ENGINEER to resume performance.

## SECTION 4 - OTHER PROVISIONS CONCERNING PAYMENT

4.1. Estimated Costs of Services. The ENGINEER'S estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to the ENGINEER under this AGREEMENT.

4.2. Exceeding Estimated Costs. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to the ENGINEER that a compensation amount thus estimated would be exceeded, the ENGINEER shall give the OWNER written notice thereof. Promptly thereafter the OWNER and the ENGINEER shall review the matter of SERVICES remaining to be performed and compensation for such SERVICES. The OWNER shall either agree to such compensation exceeding said estimated amount or the OWNER

and the ENGINEER shall agree to a reduction in the remaining SERVICES to be rendered by the ENGINEER, so that total compensation for such SERVICES will not exceed said estimated amount when such SERVICES are completed.

4.3. Adjusting Costs as a Result of Increased Time to Complete Services. The ENGINEER'S compensation is conditioned on time to complete the SERVICES not exceeding the time identified in Appendix A.1. Should the time to complete the SERVICES be extended beyond this period due to reasons not the fault of and beyond the control of the ENGINEER, the total compensation to the ENGINEER shall be appropriately adjusted.

4.4. Annual Compensation Adjustments. The Standard Hourly Rates Schedule and Reimbursable Expenses Schedule will be increased five (5) percent annually on the anniversary date of this AGREEMENT to reflect agreed equitable changes to the compensation payable to the ENGINEER.

4.5. Reimbursable Expenses. Reimbursable Expenses means the actual expenses incurred by the ENGINEER or the ENGINEER'S Consultants directly in connection with the SERVICES; and if authorized in advance by the OWNER, overtime work requiring higher than regular rates.

4.6. Additional Compensation. The OWNER shall pay the ENGINEER for all SERVICES not included in the scope of this AGREEMENT on the basis agreed to in writing by the parties at the time such SERVICES are authorized by the OWNER.

## SECTION 5 - STANDARD TERMS AND CONDITIONS

5.1. Standard of Care. The standard of care for all professional and related SERVICES performed or furnished by the ENGINEER under this AGREEMENT will be the care and skill ordinarily used by members of the ENGINEER'S profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this AGREEMENT or otherwise, in connection with the ENGINEER'S SERVICES.

5.2. Third-Party Beneficiaries. All duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S SERVICES under this AGREEMENT are being performed solely for the OWNER'S benefit, and no other entity shall have any claim against the ENGINEER because of this AGREEMENT or the performance or nonperformance of SERVICES hereunder. The OWNER agrees to include a provision in all contracts with contractors, subconsultants, and other entities involved in this project, to carry out the intent of this paragraph.

5.3. Insurance. The ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to the OWNER upon request.

5.4. Hazardous Environmental Conditions. It is acknowledged by both parties that the ENGINEER'S SERVICES do not include any services related to any "Hazardous Environmental Conditions," i.e. the presence at the site of asbestos, toxic mold, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the PROJECT. In the event the ENGINEER or any other party encounters a Hazardous Environmental Condition, the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of SERVICES on the portion of the PROJECT affected thereby until the OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition(s); and (ii) warrants that the site is in full compliance with applicable laws and regulations. The OWNER acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with the ENGINEER'S SERVICES under this AGREEMENT. If the ENGINEER'S SERVICES under this AGREEMENT cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify the ENGINEER'S terminating this AGREEMENT for cause under the provisions of Section 5.9. The OWNER will advise the ENGINEER, in writing and prior to the commencement of SERVICES, of all known Hazardous Environmental Conditions present at the site.

5.5. Indemnification and Allocation of Risk.

- a. The ENGINEER shall indemnify and hold harmless the OWNER, the OWNER'S officers, directors, partners, and employees from and against costs, losses, and damages (including reasonable attorney's fees) caused solely by the negligent acts or omissions of the ENGINEER or the ENGINEER'S officers, directors, partners, employees, and consultants in the performance of the ENGINEER'S SERVICES under this AGREEMENT.

- b. The OWNER shall indemnify and hold harmless the ENGINEER, the ENGINEER'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including reasonable attorney's fees) caused solely by the negligent acts or omissions of the OWNER or the OWNER'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- c. Each Party's total liability to the other Party and anyone claiming by, through, or under said Party for any injuries, losses, damages and expenses caused in part by the negligence of a Party and in part by the negligence of the other Party or any other negligent entity or individual, shall not exceed the percentage share that said Party's negligence bears to the total negligence of the OWNER, the ENGINEER, and all other negligent entities and individuals.
- d. It is intended by the parties to this AGREEMENT that the ENGINEER'S SERVICES in connection with the PROJECT shall not subject the ENGINEER'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a Kentucky corporation, and not against any of the ENGINEER'S individual employees, officers or directors.
- e. The indemnification provision of paragraph 5.5.a. is subject to and limited by the provisions agreed to by the OWNER and the ENGINEER in paragraph 5.6., "Limit of Liability," of this AGREEMENT.
- f. ENGINEER shall not be liable for damages resulting from a mold infestation and, toward that end, OWNER shall waive any claim against ENGINEER, and shall indemnify, defend, and hold ENGINEER harmless from any claim alleging that ENGINEER'S SERVICES or ENGINEER'S not performing certain services caused or aggravated a mold infestation or did not prevent a mold infestation from coming into being.

5.6. Limit of Liability. The total liability, in the aggregate, of the ENGINEER and the ENGINEER'S officers, directors, partners, employees, agents, and consultants, or any of them to the OWNER and anyone claiming by, through, or under the OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this AGREEMENT from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of the ENGINEER or the ENGINEER'S officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$25,000. Recoverable damages shall be limited to those that are direct damages. In no event will the ENGINEER be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

5.7. Construction/Field Observation. The OWNER recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason, shall retain the ENGINEER to observe construction. The OWNER understands that construction observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should the ENGINEER for any reason not provide construction observation during the implementation of the ENGINEER'S plans, specifications, and recommendations, or should the OWNER unduly restrict the ENGINEER'S assignment of observation personnel, the OWNER shall, to the fullest extent permitted by law, waive any claim against the ENGINEER and indemnify, defend and hold the ENGINEER harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by the ENGINEER. The OWNER also shall compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim. Such compensation shall be based upon the ENGINEER'S prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

5.8. Dispute Resolution.

5.8.1. If a dispute arises between the parties relating to this AGREEMENT, the parties agree to use the following procedure prior to either party pursuing other available remedies;

- a. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution to the dispute.
- b. If, within twenty (20) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "Neutral") to act as mediator. If the parties are unable to agree on the Neutral within twenty (20) calendar days, they shall seek

assistance in such regard from the Clark County Circuit Court who shall appoint an Indiana mediator. The parties shall share the fees of the Neutral and all other common fees and expenses equally.

- c. The mediation may proceed in accordance with Central Kentucky Mediation Center's Model Procedure for Mediation of Business Disputes, or the parties may mutually establish their own procedure.
- d. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party either party may suggest another form of alternative dispute resolution ("ADR"), e.g., arbitration, a mini-trial or a summary jury trial, or may pursue other available remedies.

5.8.2. All ADR proceedings shall be strictly confidential and used solely for the purposes of settlement. Any materials prepared by one party for the ADR proceedings shall not be used as evidence by the other party in any subsequent litigation; provided however, the underlying facts supporting such materials may be subject to discovery.

5.8.3. Each party fully understands its specific obligations under the ADR provisions of this AGREEMENT. Neither party considers such obligations to be vague or in any way unenforceable, and neither party will contend to the contrary at any future time or in any future proceedings.

5.8.4. The OWNER and the ENGINEER further agree to include a similar mediation provision in all agreements with any and all additional independent subconsultants and contractors retained for the PROJECT and to require all such parties to include a similar mediation provision as the primary method for dispute resolution between those parties and their independent subconsultants and contractors.

5.8.5. The prevailing party shall be entitled to interest at the rate of 8% per annum on any amount awarded to the prevailing party in arbitration or litigation, irrespective of whether the sum is liquidated, the parties agreeing that the award of interest in such event is fair and reasonable.

5.9. Termination of Contract. Either party may terminate this AGREEMENT for convenience and without cause upon giving the other party not less than seven (7) calendar days' written notice.

Either party may terminate this AGREEMENT for cause giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- a. Substantial failure by the other party to perform in accordance with the terms of this AGREEMENT and through no fault of the terminating party;
- b. Assignment of this AGREEMENT or transfer of SERVICES by either party to any other entity without the prior written consent of the other party;
- c. Suspension of the PROJECT or the ENGINEER'S SERVICES by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate;
- d. Material changes in the conditions under which this AGREEMENT was entered into, the Scope of Services or the nature of the PROJECT, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of termination of this AGREEMENT by either party, the OWNER shall within fifteen (15) calendar days of termination pay the ENGINEER for all SERVICES rendered and all reimbursable costs incurred by the ENGINEER up to the date of termination, in accordance with the payment provisions of this AGREEMENT.

In the event of any termination that is not the fault of the ENGINEER, the OWNER shall pay the ENGINEER, in addition to payment for SERVICES rendered and reimbursable costs incurred, for all expenses reasonably incurred by the ENGINEER in connection with the orderly termination of this AGREEMENT, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

5.10. Access. The OWNER shall arrange for safe access to and make all provisions for the ENGINEER and the ENGINEER'S Consultants to enter upon public and private property as required for the ENGINEER to perform SERVICES under this AGREEMENT.

5.11. Patents. The ENGINEER shall not conduct patent searches in connection with its SERVICES under this AGREEMENT and assumes no responsibility for any patent or copyright infringement arising there from. Nothing in this AGREEMENT shall be construed as a warranty or representation that anything made, used, or sold arising out of the SERVICES performed under this AGREEMENT will be free from infringement of patents or copyrights.

5.12. Ownership and Reuse of Documents. All documents prepared or furnished by the ENGINEER pursuant to this AGREEMENT are instruments of service, and the ENGINEER shall retain an ownership and property interest therein. ENGINEER shall furnish OWNER with a full and complete set of documents which shall become property of Clark County. Reuse of any such documents by the OWNER shall be at the OWNER'S sole risk; and the OWNER agrees to indemnify, and hold the ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the OWNER or by others acting through the OWNER.

5.13. Copyrighted Information. The OWNER agrees that all hard copy and/or digital data provided to the OWNER by the ENGINEER is copyrighted, and is furnished to the OWNER with all rights reserved. The OWNER is hereby expressly permitted to use the data for the purposes required to complete the scope of this AGREEMENT. The OWNER further agrees not to otherwise copy, reproduce or use the data for any other purposes whatsoever without the written consent of the ENGINEER.

5.14. Use of Electronic Media.

- a. Copies of documents that may be relied upon by the OWNER are limited to the printed, or hard copies that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by the ENGINEER to the OWNER are only for convenience of the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER at the beginning of this PROJECT.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) calendar days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the sixty (60) calendar day acceptance period. The ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by the OWNER.

5.15. Force Majeure. The ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any SERVICES called for under this AGREEMENT resulting from any cause beyond the ENGINEER'S reasonable control.

5.16. Assignment. Neither party shall assign its rights, interests or obligations under this AGREEMENT without the express written consent of the other party.

5.17. Binding Effect. Except for the non-assignability of this AGREEMENT as provided herein, it shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

5.18. Severability and Waiver of Provisions. Any provision or part of the AGREEMENT held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the OWNER and the ENGINEER, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

5.19. Survival. All express representations, indemnifications, or limitations of liability included in this AGREEMENT will survive its completion or termination for any reason.

5.20. Subject Headings. The subject headings of the Sections and Subsections of this AGREEMENT are included for convenience only and shall not affect the construction or interpretation of its provisions.

5.21. Prevailing Law. This AGREEMENT is to be governed by the laws of the state in which the ENGINEER'S office executing this AGREEMENT is located.

5.22. Notices. Any notice required under this AGREEMENT will be in writing, addressed to the appropriate party at its address on page one (1) and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

**SECTION 6 – ENTIRE AGREEMENT**

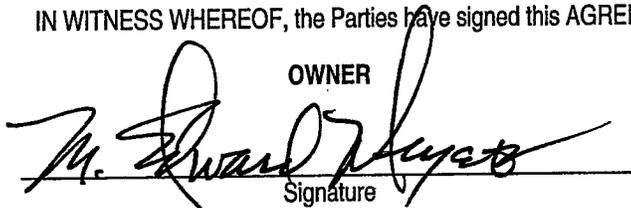
6.1. The following Appendices are incorporated herein by reference:

- a. Appendix A.1, "Scope of Services, Responsibilities, Time, Budget and Related Matters," consisting of 2 pages. This Appendix may be amended by A.2, A.3, A.4 etc., with written approval by the ENGINEER and the OWNER.

6.2. This AGREEMENT (consisting of pages 1 to 7, inclusive, together with the Appendices identified in Section 6) constitutes the entire AGREEMENT between the OWNER and the ENGINEER and supersedes all prior written or oral understandings with respect to the ENGINEER'S SERVICES herein described. This AGREEMENT may not be altered, modified or amended, except in writing properly executed by authorized representatives of the OWNER and the ENGINEER.

IN WITNESS WHEREOF, the Parties have signed this AGREEMENT the date and year set forth above.

**OWNER**



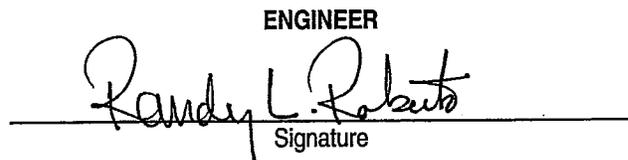
Signature

M. Edward Meyer, President  
Clark County Commissioners

---

Printed Name and Title

**ENGINEER**

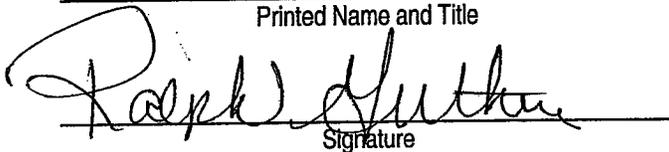


Signature

Randy L. Roberts, PE, Associate  
Fuller, Mossbarger, Scott and May Engineers, Inc.

---

Printed Name and Title

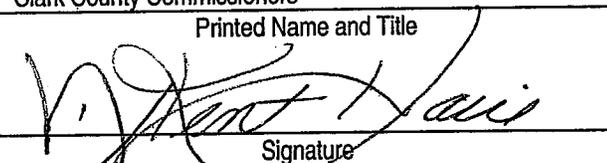


Signature

Ralph Guthrie, Member  
Clark County Commissioners

---

Printed Name and Title



Signature

Vicky Kent Haire, Jr., Member  
Clark County Commissioners

---

Printed Name and Title



# Appendix A.1 (Continued)

## **Task 3 – Update Front Counter Application**

The ENGINEER will update the current front counter intranet application used for public access to the Auditor's GIS. The current application will be updated with deliverables from this scope of services and enhancements will be made to provide easier access for walk-in customers to access parcel ownership and assessment information. Updates to this application will allow the public and title research professional to help themselves to information and allow Auditor and Assessor staff to better perform their job duties.

**Deliverables:** The following products will be delivered as a part of this task:

- Updated front counter intranet application.

## **SCHEDULE**

This scope is expected to begin approximately two weeks after approval of agreement and will have a duration of approximately 22 weeks.

## **FEES**

The total cost of services provided under this scope is \$70,000.00. This lump sum cost reflects the specific level of services identified herein. Professional services beyond those identified herein are subject to negotiation.

<u>Activity</u>	<u>Lump Sum</u>
Task 1 – Update Parcel GIS	\$30,000
Task 2 – Parcel Number Standardization	\$30,000
Task 3 – Update Front Counter Application	\$10,000
<b>Total Lump Sum Amount</b>	<b>\$70,000</b>