

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Clerk Recorder

BOARD AGENDA # *B-1

Urgent

Routine

AGENDA DATE September 23, 2008

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Issue Request for Qualifications (RFQ), Select a Vendor, Negotiate, Award and Execute all Contracts for Historical Book Restoration Services for the Clerk Recorder Department

STAFF RECOMMENDATIONS:

1. Authorize the Clerk-Recorder or its designee to issue a Request for Qualifications (RFQ) using County Departments as necessary for a Historical Book Restoration Services Project on behalf of the Clerk-Recorder Department.
2. Authorize the Clerk-Recorder to select a vendor, negotiate, award and execute all contracts for the Historical Book Restoration Project.
3. Direct the Auditor Controller to increase appropriations for the Fiscal Year 2008-2009 Clerk-Recorder Modernization Budget by \$800,000 from Fund Balance per the budget journal.

FISCAL IMPACT:

The Historical Book Restoration Services Project will be funded by the Fiscal Year 2008-2009 Clerk-Recorder Modernization Budget. The additional funds of \$800,000 will come from the Clerk-Recorder Fixed Asset Acquisition Fund Balance per the budget journal. The Clerk-Recorder Fixed Asset Acquisition account contains sufficient funding for the project. There is no impact on the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-668

On motion of Supervisor O'Brien, Seconded by Supervisor Grover and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Stanislaus County Clerk-Recorder is mandated by California Law to maintain and preserve county official and vital records under its management and control. Since its formation in 1854, Stanislaus County official and vital records have been maintained in a book format that utilized wood pulp paper which is subject to deterioration. To restore and refurbish these historic volumes and prevent further deterioration, established archival restoration methods are employed.

In 1993, the Clerk Recorder began the restoration process of these vital and historic records. To date, over 600 volumes have been restored, and the Clerk Recorder seeks to continue this important project.

Many of these historic volumes are currently in poor condition, and all must undergo the established restoration process. The Clerk-Recorder has identified approximately 300 to 400 additional volumes that require refurbishment without delay and additional volumes continue to be identified that will require restoration.

To achieve this mandate, the Clerk-Recorder will issue a Request for Qualifications (RFQ), with the assistance of other County Departments, as required, to solicit bids for the Historical Book Restoration Services Project. From the RFQ submittals, a vendor will be selected that can meet the requirements of the Clerk-Recorder. Once the vendor is selected, a contract to restore the 300 to 400 volumes will be negotiated, awarded and executed.

If other volumes under the jurisdiction of the Clerk-Recorder require restoration services, the volumes will be added to this contract. It is anticipated that the cost of the project will not exceed \$800,000 and will take two to five years to complete. Funding for this project will come from the Clerk-Recorder Fixed Asset Acquisition Fund Balance and there will be no impact on the General Fund.

The Fixed Asset Acquisition Fund has adequate resources for this project.

POLICY ISSUE:

Approval of the recommendations is intended to meet the Board's priority of the efficient delivery of public services.

STAFFING IMPACTS:

There is no staffing associated with this request. The Clerk-Recorder will oversee this project as part of the regular duties of the office.

Copy

**MASTER AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Brown's River Marotti Co. ("Contractor") as of October 7, 2009.

Recitals

WHEREAS, the County has a need for contractor services involving numerous and different tasks and projects; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon receipt of the County's written authorization to proceed, those services and work set forth in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work are, by this reference, are made a part hereof.

1.2 Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and

work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in a separately approved project or scope of work.

2.2 Except as expressly provided in this Agreement or in a separately approved project or scope of work, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until terminated as provided below. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or

eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County, lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or

local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

13. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
General Services Agency
Attn: Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor: Brown's River Marotti Co.
One Allen Martin Drive
PO Box 8501
Essex, VT 05451

14. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

15. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue

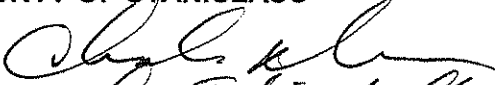
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.


[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement in duplicate as of the day and year first hereinabove written.

COUNTY OF STANISLAUS

BROWN'S RIVER MAROTTI CO.

By: 
Julie Mefferd, GSA Director/Purchasing
Agent

By: 
Name William D. Cates
Title President

"County"

"Contractor"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By:  10-2-09
Dean Wright, Deputy County Counsel

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EXHIBIT A

A. SCOPE OF WORK

Paragraph 1.1 of the body of this Agreement is amended to read as follows:

1.1 The Contractor shall furnish to the County upon receipt of the County's written authorization to proceed, historic record book preservation and restoration services as set forth generally in Exhibit B attached hereto and made a part hereof, and more specifically set forth in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work, by this reference, are made a part hereof.

Request for Proposal #08-62-CB issued by Stanislaus County GSA Purchasing Division; the Contractor's responding proposal; Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement and those set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

B. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from October 1, 2009 through September 30, 2011 (the "Initial Term") unless otherwise terminated as provided below, during which time pricing shall remain firm. Thereafter, this Agreement will not automatically renew but may be renewed for three (3) additional one-year terms (each a "Renewal Term") by mutual, written agreement of the parties. Such renewal shall be in the form of an amendment to the Agreement as described in Section 17 of the body of this Agreement.

C. COMPENSATION

Paragraph 2.1 of the body of this Agreement is amended to read as follows:

2.1 County shall pay Contractor in accordance with the fee schedule attached hereto as Attachment 1.

D. PUBLIC AGENCY PARTICIPATION

The following is added as Section 23 to the Body of this Agreement:

23. Public Agency Participation

If mutually agreeable to all parties, this Agreement may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

EXHIBIT B

Consultant shall provide historic book preservation and restoration services consisting generally of:

1. Maintaining an information log for each book or volume, noting the following:
 - a. Condition of documents upon receipt
 - b. Number of pages and proper pagination, number of blank pages
 - c. Presence of pressure sensitive material
 - d. Presence of previous repairs
 - e. Presence of staples, paper clips, brads, etc.
 - f. Presence of acidic glues
 - g. Identity of certificates/records (manuscript, photostatic copy, originally typed, etc.)
 - h. Notation of original lettering on spine and covers
 - i. Loose pages or attachments
 - j. Special characteristics
 - k. Any other information pertinent to the identification of the volume
2. Dismantling bindings completely, following accepted archival restoration guidelines. Extreme care shall be taken not to cut the spine and folds of the section off the backs of the documents; therefore, cutting or chopping is not acceptable. The text block shall be well cleaned and carefully disassembled. Contractor shall:
 - a. Remove all original binding materials and adhesive residues.
 - b. Remove staples, paper clips, brads, etc.
 - c. Remove pressure sensitive tape and old glue.
 - d. Remove any sheets that are blank on both sides.
 - e. For books to be archival grade polyester encapsulated, manually separate folios into single sheets.
 - f. Return old book covers to County if requested by County's Project Manager.
3. Surface dry cleaning all paper as necessary and prudent by accepted archival methods.
4. Repairing/restoring which shall include:
 - a. Mending/reinforcing to include:
 - i. Mending and guarding paper tears. Mending tissue is to be lightweight, closely matched in color and flexibility, eliminating formation of a breaking point in the sheet (Gampi or proven equal for tear repairs, Kosu, Sekishu or proven equal for guarding). Adhesive for all tear repairs and guarding of folios to be ethyl cellulose paste or proven equal. Sufficient press time to be allowed after mending to insure paper will not cockle and that text block lies flat with no external pressure.
 - ii. Reinforcing weak or tattered sheets to maintain mechanical integrity of document.
 - iii. Repairing or replacing index tabs as necessary.
 - b. Trimming/flattening to include:
 - i. Any sheets needing trimming must be neatly hand-trimmed to consistent size for uniformity and appearance.
 - ii. Flatten sheets as necessary.
 - c. Deacidification to include:
 - i. For each page/folio, deacidification and buffering to be done by the following method:
 - ii. Non-aqueous spray method using magnesium oxide (Bookkeeper). May be preceded by water wash where appropriate for materials with non-water soluble inks.

- iii. The final pH of treated paper to be in the pH range of 8 with an alkaline reserve of 2-4%.
 5. Re-sewing/re-binding. All restored or loose-leaf volumes to be a maximum of three (3) inches thick. If the volume requires more than one book, all books are to be approximately the same thickness:
 - a. Blanks (both sides blank) to be removed under the following guidelines:
 - i. Blanks (Loose-leaf) – remove.
 - ii. Blanks (Sewn) – remove only so far as the mechanical integrity of the folios is NOT compromised.
 - b. Encapsulate sheets where necessary utilizing 3 mil archival grade polyester envelopes. Envelopes to be of uniform size with heat seal weld on edges (not ultrasonic weld).
 - c. Envelopes to be placed in Public Record binders: Tenacity TMC, hard back covered type with piano hinge. Gold-tooling and decorative medallion is to match previously restored volumes. Color to match previously restored volumes.
 - d. Loose leaf volumes to be in binders as follows:
 - i. Cover material of County's choice.
 - ii. Metals of .035 gauge polished nickel plated coldrolled steel.
 - iii. Upright rough post diameter as necessary – 5/16 or as original.
 - iv. Binders to be lettered on spine with gold foil and according to stamping information supplied by Contractor and approved by the County.
 - e. Rebound records:
 - i. Binding style shall be "case construction" with reinforcement in the end papers, cover to text attachment and cover construction. Any re-sewing shall follow existing sewing stations and include sewn-in end papers.
 - ii. Sewing shall be done by hand, with sewing thread thickness evaluated and selected for each volume. Sewing thread shall be chosen from unbleached linen stock or proven equal. Tapes shall be linen or cotton.
 - iii. Backing material shall be linen of 50-75 threads/square inch weight.
 - iv. End sheets shall be chosen from a stock of strong, durable alkaline machine-made paper such as 80 lb. text Mohawk Super Fine Ivory or 100 lb. text weight Mohawk Super Fine Soft White or proven equal.
 - v. Hinge shall be of Library Buckram or proven equal and shall open with no strain on text block.
 - vi. Boards shall be of acid-free binder board of the best quality available and shall be of sufficient thickness to preclude sagging or warping due to moisture or use.
 - vii. Cover material shall be hard finished Hewit vegetable tanned goatskin or proven equal. The color shall match previously restored volumes.
 - viii. Tooling shall be performed with 23-karat gold foil.
6. Title stamping shall be reviewed and approved in advance by the County. Title stamping shall generally follow the same format/style of originals. If any titling, dates or other information from an original volume is found or noted to be in error, the Contractor shall notify the County. The Contractor shall *not attempt to correct any errors unless provided with written instructions (via e-mail acceptable) from the County to make the corrections.*
7. Treatment report, referenced to information log, shall be provided for each completed volume.

8. Contractor shall provide County with shipping materials with instructions for packing and shipping. Contractor shall pay all shipping and insurance charges.
9. Contractor shall track shipments on-line using FedEx Ship Manager's program, providing "real time" tracking capabilities.
10. Contractor shall complete all restoration projects consisting of not more than fifty (50) volumes within a period of twelve (12) weeks, beginning on the date of receipt of each item. Project managers shall discuss the project completion time needed for completion of shipments of larger quantities.
11. Contractor (including all subcontractors) shall have capability to transmit to the County requested specified information and/or images from documents/books which are being restored to the County.
12. All procedures shall be performed by the Contractor in accordance with generally accepted standards of conservation and restoration practice. Alterations, changes or insertions of any new material in any record are strictly forbidden.
13. If requested by County's Project Manager, Contractor is to provide microfilm of each volume restored. After pages have been restored, Contractor is to microfilm each page on 16 or 35 mm microfilm as size of page dictates. Microfilm must be filmed at a minimum of 100 line pairs/mm and filmed to follow standard archival practices.
14. Monthly Report. Contractor is to provide written monthly reports that describe current inventory of books at Contractor's facility, state of the restoration of each volume, anticipated completion date of each volume, and projected ship date for next shipment to Contractor. Contractor will also identify any issues discovered during the restoration process.

ATTACHMENT 1

The unit pricing listed below is representative of a restoration of a 400-page book. It is understood that each specific item may vary in cost due to size and state of deterioration.

Task	Processing Time (hrs)	Cost
Evaluation of each item and recording on Treatment Report	1.0	\$ 60.00
Dismantling	1.2	\$ 72.00
Collating un-numbered document	0.5	\$ 30.00
Tape removal	1.0	\$ 60.00
Staple removal	---	----
Surface cleaning	1.3	\$ 78.00
Trimming	---	----
Mending tears	1.5	\$ 90.00
Re-covering	---	----
Alkalizing and deacidification	0.5	\$ 30.00
Page encapsulation	1.8	\$ 108.00
Assembly into binders	1.0	\$ 60.00
Quality control check	1.3	\$ 78.00
Final documentation	1.0	\$ 60.00
Microfilming	5.0	\$ 300.00
Packing	0.2	\$ 12.00
Total number of hours and related cost per volume	17.3	\$1,038.00
<i>(labor rate per hour \$60.00)</i>		
Materials (not included in above):		Cost
Binder		\$110.00
Polyester envelopes		\$ 55.00
Packing supplies		\$ 5.00
Shipping and insurance		----
Acid free paper		\$ 5.00
Japanese tissue		\$ 9.00
Ethyl cellulose adhesive		\$ 1.00
Magnesium Oxide		\$ 30.00
Total cost of materials		\$215.00
Total cost per volume:		\$1,253.00

**BROWN'S RIVER MAROTTI CO.
PROJECT NO. 2009-001**

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the Master Agreement for Independent Contractor Services made and entered into by and between the County of Stanislaus and Brown's River Marotti Co. ("Contractor"), as of October 7, 2009.

B. Scope of Work

The Contractor shall provide the complete preservation and restoration of approximately two hundred fifty (250) historic books (collectively, the "Books") for the County's Clerk Recorder Department in accordance with the process set forth in Exhibit B attached to the Master Agreement. A list of the books to be restored is attached hereto as Exhibit A. Within ten (10) business days of the execution hereof, County will provide Contractor with five (5) of the Books for restoration. Contractor shall complete and submit the restored books to the Stanislaus County Clerk-Recorder Department for evaluation. If Contractor's quality and performance is acceptable to County Clerk Recorder Department, the remaining Books will be forwarded to the Contractor for restoration in groups of approximately fifty (50). If, however, Contractor's quality and performance is unacceptable to County Clerk Recorder Department, the County Clerk Recorder Department has the option to terminate the contract in accordance with Section 3.2 of the Master Agreement.

C. Compensation

1. Contractor will be compensated on a time and materials basis, based on the hours worked by the Contractor's employees or subcontractors at the hourly rates specified in Attachment 1 to the Master Agreement. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this project and scope of work. In addition to the aforementioned fees, Contractor will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in Attachment 1 to the Master Agreement, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$450,000.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. REPRESENTATIVES

1. The County's Project Manager with respect to this Project No. 2009-001 shall be:

Lee Lundrigan, Clerk Recorder (or designee)
Stanislaus County Clerk Recorder Department
1021 I Street, Suite 101
Modesto, CA 95354
(209) 525-5211
lee.lundrigan@stancounty.com


The Consultant's Project Manager shall be:

Charles Remmey, Principal (or designee)
Brown's River Marotti Co.
One Allen Martin Drive, PO Box 8501
Essex, VT 05451
(800) 639-3027

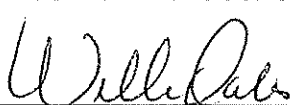
2. The Project Managers shall communicate frequently with respect to the planning, processing, completion and all other details of this project.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Project No. 2009-001 in duplicate as of _____, 2009.

COUNTY OF STANISLAUS

By: 
Lee Lundrigan, Clerk Recorder
"County"

BROWN'S RIVER MAROTTI CO.

By: 
Name William D. Oates
Title President
"Contractor"

BOS Agenda Item: 2008-668 (9/23/2008)

APPROVED AS TO FORM:

John P. Doering, County Counsel

By:  10-2-09
Dean Wright, Deputy County Counsel