

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of **MAR 21 2017** is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **ACdR Conservation LLC**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its **Conservation Consultation and Treatment Services**; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements

The term of this Agreement shall be from **March 10, 2017** through **June 30, 2018**.

The compensation payable to CONTRACTOR hereunder shall not exceed **One Hundred Seventy Thousand** dollars (**\$170,000**) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Mendocino County Museum

By: Alison Glasney 2-1-2017
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 7110

Line Item: 86-2189

Grant: Yes No

Grant No.: NA

COUNTY OF MENDOCINO

By: John McCowen
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS MAR 2 1 2017

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Kil Fuh
Deputy
MAR 2 1 2017

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Kil Fuh
Deputy
MAR 2 1 2017

INSURANCE REVIEW:

RISK MANAGER

By: Alan D. Flora
ALAN D. FLORA, Risk Manager

CONTRACTOR/COMPANY NAME

ACdR Conservation LLC

By: Elise Rousseau

NAME AND ADDRESS OF CONTRACTOR:

Elise Yvonne Rousseau for
ACdR Conservation LLC

577 14th Avenue, No. 2

San Francisco, CA 94118

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: Michael Maddis
Deputy

FISCAL REVIEW:

By: Sequoia
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: Carmel J. Angelo
CARMEL J. ANGELO, Chief Executive Officer

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Handwritten text, possibly a signature or name, located in the lower left quadrant.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by

COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo*

contendere to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four

(4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its **Conservation Consultation and Treatment Services** shall not exceed **\$170,000** payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
 - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the

CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

■CONTRACTOR shall provide the following **Conservation Consultation Services**:

1. Investigation of condition of "Hippie Van" and contents to determine the type and extent of threat and determination and Implementation of most effective and reasonable solutions.
2. Inspections of exhibitions, collections storage, and facilities as needed to update previous surveys
 - Checking and monitoring, over a 36 hour period, the RH% and RT, dew point, rising damp, moisture in the walls and foundations
 - Pest identification
 - Mold sampling, swab testing, digital photo documentation
3. Phased Objectives and Priority Treatments
 - Listing objects within the collections, quarantine objects lists, log cabin assessment
 - Reviewing and quantifying progress made improving the quality of the Museum's environment
4. Training on collections conservation and storage for staff and volunteers, with initial focus on textiles and leather
5. Consultation on specific conservation treatments for selected objects
6. Further assessment and consultation and on-site treatment activities, as necessary
7. Written summary treatment recommendation report outlining phased and tiered priority objectives with associated cost estimates

■CONTRACTOR shall provide the following **Conservation Treatment Services for the Museum's textiles collections**:

CO₂ Anoxia Tent Treatment to Kill Moths and Microbial Mold Infestations

Step 1 – Anoxic Oxygen Deprivation with CO₂

Approximately 110+ textile boxes and rolled textiles or leather goods will be treated in the encapsulation tent bubble chamber, which may be operated in up to three individual segments in the series, for a period of 4-5 weeks total for each run. The tent has shelving that can accommodate close to 40 long blue archival textile storage boxes, plus rolled textile tubes on the open floor area.

This treatment removes the oxygen from the enclosed environment and replaces the ambient air with CO₂ gas. This causes the microbial infestation and/or pest infestations to desiccate and be successfully eliminated. The cellular walls will severely dehydrate, burst and fracture, assuring that no dormant states will remain viable to become active at a later time or place when the humidity may be higher.

The four phases of CO₂ anoxic oxygen deprivation and dehydration treatment are as follows:

- **Phase One** Testing for leaks with the TIF Instruments 8800 Combustible Gas Detector. Generic canned air is sprayed in the interior corners and seams to test the seals. The combustible gas meter can detect the propellant.
- **Phase Two** Purging and flushing the enclosed environment of ambient air to reach a low oxygen 0.1 - 0.01% concentration.
- **Phase Three** Continued flushing with direct drawn suction and CO₂ induction filling, to contract and expand the volume of interior space, until 85% CO₂ saturation mixture is achieved. Once this point has been reached it must be kept constant 24/7 for a period of 4-5 weeks.
- **Phase Four** Evacuation of CO₂ by vacuum pump to the outside exterior of the building and repeated flushing with fresh ambient air, until the interior CO₂ monitor reading is below 500 PPM. Then the tent encapsulation can be opened and the objects removed to **Clean Stage Isolation Room 1**.
- CO₂ is an inert, non-flammable, non-toxic, non-combustible, cold gas.

Post Anoxic Treatment, after the tent encapsulation has been opened:

Solution + Arid Dry + HEPA-Vac + Solution w/Brush + Blotting + HEPA-Vac

Step 2 – Micro HEPA-Vacuuuming

Comprehensive and detailed micro-HEPA vacuuming of nearly all of the contents will be undertaken, post anoxia, to mechanically remove any and all deceased insect eggs, larvae, exoskeleton material, shed skins, and other debris and detritus. The boxed and rolled objects will be removed from the tent one by one and inventory tracked, the interior and contents of each box will be micro HEPA-vacuumed on all surfaces to remove minute abrasive caustic plaster debris and accumulated acidic dust and pollutant particulate matter, as well as, possible microbial cellular and fungal material. This will aid in neutralizing the pH back towards an alkaline balance prior to any necessary antiseptic surface wet-cleaning treatment (for some objects).

Step 3 – Anti-Microbial Surface Cleaning

The surface areas of each of object with microbial issues will be spot treated as needed with a micro-misted pump-aerosol anti-microbial antiseptic solution of isopropanol, ethyl alcohol and distilled H₂O, applied with a soft sable hair brush. Additionally the surface will be blotted to wick away excess moisture, followed by repeated HEPA-vacuuuming to further remove excess water molecules.

Step 4 – Fiber Moisturizing and Conditioning

For all textiles where the wool and silk fibers may have become dry, embrittled and oxidized with areas damaged from UV light exposure—a finishing treatment to seal and protect the fibers from further damage and future stresses will be selectively applied. This is a compound solution made up of 18 key complex amino acids, lanolin, keratin, silk proteins suspended in a silica oil base. It will leave the wool, silk and linen fibers looking more authentic, with refreshed shades of color showing up more distinctly. The object's condition overall will be far less brittle, and less prone to fracture, splitting and breakage. The entire surface of each of them will be micro-misted with a pump-aerosol and applied with a soft sable hair brush.

Step 5 – Acid-Free Archival Textile Storage Boxes

The Historic Costumes will be appropriately interleaved, wrapped and padded with acid-free, unbuffered tissue and placed back into the boxes they arrived in. The boxes will be lined with inert, breathable Tyvek sheeting. Once the collections are returned to the Museum, all of these boxes need to be replaced with new archival acid-free textile storage housing and tubes, with silica gel desiccant packets placed inside the boxes and rolled tubes, to assist in keeping the contents dry and absorbing any excess ambient moisture. The shelving racks with this collection need to have cotton muslin or Tyvek sheeting placed over and across the front and back side of the units to prevent dust from settling onto the object collection boxes.

Time Frames

Each run of the anoxic tent process will take a period of 4-5 weeks total. It may take upwards of 15-25 non-consecutive days to complete Steps 2-5 for each grouped tent run—depending on the number of objects within each box, the size of the individual boxes and /or the objects themselves. For in depth-comprehensive conservation treatment protocols, the normal turn-around timing is a minimum of 4 months. Periodic progress updates, including conservation photo documentation images, will be sent to the Museum.

■ **CONTRACTOR shall provide the following Conservation Treatment Services for the Museum's leather collections:**

CO₂ Anoxia Tent Treatment to Kill Microbial Mold Infestations

Step 1 – Anoxic Oxygen Deprivation with CO₂:

There are approximately (10+) leather saddles and many accompanying leather reins and other horse tack equipment that will need to be treated in the encapsulation tent bubble chamber. A 3rd or 4th bubble will need to be run just for this specific aspect of the remediation. These objects cannot be mixed in a bubble with the other textiles and costumes that are being treated for Cloth Moths infestation, as the relative humidity RH%, temperature and Dew Point will need to be kept at differing thresholds for the duration of the anoxic phase. This final tent run will also span a period of 4-5 weeks.

The tent has shelving that can accommodate all of the collection materials for this grouping.

This treatment removes the oxygen from the enclosed environment and replaced the ambient air with CO₂ gas. This causes the microbial infestation and/or pest infestations to desiccate and be successfully eliminated. The cellular walls will severely dehydrate, burst and fracture, assuring that no dormant state remains viable to become active at a later time or place when the humidity may be higher.

Post Anoxic Treatment, after the tent encapsulation has been re-opened:

Step 2 – Micro HEPA-Vacuuming

Comprehensive and detailed micro-HEPA vacuuming of nearly all of the contents will be undertaken, post anoxia, to mechanically remove any and all deceased insect eggs, larvae, exoskeleton material, shed skins, and other debris and detritus. The boxed and rolled objects will be removed from the tent one by one and inventory tracked, the interior and contents of each box will be micro HEPA-vacuumed on all surfaces to remove minute abrasive caustic plaster debris and accumulated acidic dust and pollutant particulate matter, as well as, possible microbial cellular and fungal material. This will aid in neutralizing the pH back towards an alkaline balance prior to any necessary antiseptic surface wet-cleaning treatment (for some objects).

Step 3a – Anti-Microbial Surface Cleaning & Leather Detergents

The surface areas of each of object with microbial issues will be treated initially with a micro-misted pump-aerosol anti-microbial antiseptic solution of isopropanol, ethyl alcohol glycerin and distilled H₂O, applied with a soft sable hair brush. The surfaces will be blotted to wick away excess moisture, followed by repeated HEPA-vacuuming to further remove excess water molecules. Additionally, a leather detergent formulary will be used to sponge clean the tanned cellulose hide fiber surfaces.

Solution + Arid Dry + HEPA-Vac + Solution w/Brush + Blotting + HEPA-Vac

Step 3b – Metal Cleaning and Tarnish/Corrosion Removal

All buckles, harness clasps, and other metallurgical components or decorative elements will be surface treated with specific metal cleaning formulas and corrosion removers. Following the cleaning, each metal component will have a thin layer of Agateen Lacquer varnish applied to prevent any future tarnish or corrosion to the metallic compound and silver surfaces.

Step 4 – Leather Moisturizing, Conditioning and Preservative Dressing

For each individual object, a series of four consecutive leather preservation surface treatments will be applied. Sponge-tipped applicators will be used to saturate the cellulose hide fiber, for long-term replenishing of moisturizers, conditioners and dressing—all of which contain essential fatty acids and other naturally occurring oils that have dried out over time — leaving the tanned leather embrittled and cracking. This four phased application will help to soften the hard and dry leather tissues, making it more

supple and malleable — to reshape and reform portions of the leather that may currently be bent, kinked, twisted, or distorted in other ways.

Time Frames

The run of the anoxic tent process will take a period of 4-5 weeks total. It may take upwards of 20-30 non-consecutive days to complete Steps 2-4. For in-depth, comprehensive conservation treatment protocols, the normal turn-around timing is a minimum of 4 months. This is the compilation of numerous factors, such as inherent rest and requisite drying time in between treatment stages, and work flow on many concurrent client projects in the studios together in a multidisciplinary approach. Periodic progress updates, including conservation photo documentation images, will be sent to the Museum.

■CONTRACTOR shall provide the following Conservation Treatment Services for individual items in the Museum collections:

The Museum is in the process of identifying individual items in need of specialized conservation treatment to remediate environmental damage and/or stabilize the materials. Specifically a wood-framed mirror damaged by water from a roof leak is in need of remediation. Treatment shall be determined on a case-by-case basis for each individual item identified by the Museum Director and treatment will be authorized by the Museum Director per the treatment plan at a specified cost.

Assurance

All work is to be performed according to the Code of Ethics, Guidelines, and Standards of Practice of the American Institute for the Conservation of Historic and Artistic Works

EXHIBIT B

PAYMENT TERMS

The cost of specified product deliverables shall be payable to Contractor by the Mendocino County Museum upon invoicing of authorized activities. The total paid under this contract shall not exceed **\$170,000** for all services.

For **Conservation Consultation Services**, the CONTRACTOR shall receive payment up to a total of **\$7,000**, as follows:

- Two-day on-site visits, shall be invoiced and paid at a flat rate fee for service of \$1,800, not including gas and travel time and hotel reimbursement as outlined below.
- Additional services shall be invoiced and paid at a rate of \$95-165 per hour depending on the service rendered with fee schedule attached to invoices.
- Each trip to Willits from the Bay Area shall be invoiced and paid as a total of \$200 for gas and travel time.
- Reimbursement of the actual expenditure for a hotel room in Willits shall be made for each day the Contractor stays in Willits to provide services under this contract. Additional hotel room nights (e.g. if intern is not female, or there are multiple interns) may be paid with prior approval from the Museum Director.
- With prior agreement by the Museum Director, actual expenses for materials necessary to the delivery of services to the Museum may be reimbursed.

The County shall pay for **Conservation Treatment Services for Textiles** as follows:

- \$6,400.00 per run of Anoxic Tent Chamber – Step 1
This is a flat rate fee for Conservation Treatment Services, Time and Materials, discounted for volume and use of full chamber
 - Estimated use of full chamber for three (3) runs
- \$1,200 per day of Conservation Treatment – Steps 2-5
This is a daily flat rate fee for Conservation Treatment Services, Time and Materials discounted for volume
 - Estimated need for forty-five (45) full days of treatment services for all three runs of artifacts.

The payment schedule is as follows:

1. A payment of \$25,000 is due upon delivery of the items for the first run to the ACdR Studio.
2. A payment of \$20,000 is due upon delivery of the items for the second run.
3. A payment of \$15,000 is due upon delivery of the items for the third run, and for any subsequent runs.
4. After the last run is completed, along with the associated conservation treatment, payment is due for the balance of the work upon retrieval of items from the ACdR Studio.

The County shall pay for **Conservation Treatment Services for Leather Items** as follows:

- \$8,500.00 per run of Anoxic Tent Chamber – Step 1
This is a flat rate fee for Conservation Treatment Services, Time and Materials, discounted for volume and use of full chamber
 - Estimated use of full chamber for one (1) run
- \$1,855 per day of Conservation Treatment – Steps 2-4
This is a daily flat rate fee for Conservation Treatment Services, Time and Materials discounted for volume
 - Estimated need for twenty (20) full days of treatment services.

The payment schedule is as follows:

1. A payment of \$23,000 is due upon delivery of the items for the run to the ACdR Studio.
2. After the run is completed, along with the associated conservation treatment, payment is due for the balance of the work upon retrieval of items from the ACdR Studio.

The County shall pay for **Conservation Treatment Services for Individual Items** as follows:

- Museum Director will identify individual items in need of remediation and/or stabilization. ACdR will develop a treatment plan and determine the cost of services. Museum Director will authorize and pay for conservation treatment per the plan and specified cost.

The payment schedule is as follows:

3. Payment for the agreed upon treatment per item is due upon retrieval of the item from the ACdR Studio after treatment, or according to a payment plan developed and agreed upon in advance of delivery of the item for treatment.
4. An amount of \$15,000 is set aside for treatment of individual items identified and treated during the course of the contract.

A **Contingency Amount** of up to \$30,000 (approximately 20% of the total estimated charges) is included to address needs for additional or extended treatment services that are identified, justified, and (1) requested in writing in advance of the provision of specified services by the Contractor and (2) approved in writing in advance by the Museum Director.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

