

**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Auditor
Division/Program: (i.e. Dept. Division and Program)	Recording
Contract or Grant Administrator:	Stacy Henthorn, Recording Supervisor
Contractor's / Agency Name:	US Imaging, Inc.

Is this a New Contract? Yes  No  If not, is this an Amendment or Renewal to an Existing Contract? Yes  No  If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval? Yes  No  If No, include WCC: \_\_\_\_\_  
 Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes  No  If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Yes  No  If yes, RFP and Bid number(s): #19-38 Contract Cost Center: 16600

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 128,000.00  
 This Amendment Amount:  
 \$ \_\_\_\_\_  
 Total Amended Amount:  
 \$ \_\_\_\_\_

- Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**
1. Exercising an option contained in a contract previously approved by the council.
  2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
  3. Bid or award is for supplies.
  4. Equipment is included in Exhibit "B" of the Budget Ordinance
  5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: Complete digital image enhancement project providing images back to 1853.

Term of Contract: 16 months	Expiration Date: 12/31/2020
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Contract Routing:

1. Prepared by: Stacy Henthorn	Date: 8/21/19
2. Attorney signoff: Royce Buckingham	Date: _____
3. AS Finance reviewed: _____	Date: _____
4. IT reviewed (if IT related): _____	Date: _____
5. Contractor signed: _____	Date: _____
6. Submitted to Exec.: _____	Date: _____
7. Council approved (if necessary): _____	Date: _____
8. Executive signed: _____	Date: _____
9. Original to Council: _____	Date: _____

**WHATCOM COUNTY CONTRACT  
ATTORNEY REVIEW**  
*[submit via electronic transmittal]*

Whatcom County Contract No.  
\_\_\_\_\_

<i>Originating Department:</i>	<i>Auditor</i>
<i>Contact Person:</i>	<i>Stacy Henthorn</i>
<i>Contractor's Name:</i>	<i>US Imaging, Inc.</i>
<i>First Review:</i> <input type="checkbox"/> <b>Approved As Is; Prepare Hardcopy for Signoff</b> <input type="checkbox"/> <b>Needs Revision; Attorney Comments for suggested changes:</b>	
<i>Second Review:</i> <input type="checkbox"/> <b>Implemented Attorney Corrections as Indicated</b> <input type="checkbox"/> <b>Approved; Prepare Hardcopy for Signoff</b> <input type="checkbox"/> <b>Additional Corrections Needed; Attorney Comments for suggested changes:</b>	
<i>Please indicate any Special Dates or clauses that require calendaring:</i>	

*Leave this page attached to summary coversheet until final signoff by attorney. Do not leave attached when routing to Contractor for signature.*

Whatcom County Contract No.  
\_\_\_\_\_

**CONTRACT FOR SERVICES AGREEMENT**  
**Digital Image Enhancement Services**

US Imaging, Inc., hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 8,
- Exhibit A (Scope of Work), pp. 9 to 10,
- Exhibit B (Compensation), pp. 11 to 14,
- Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of September, 20 19, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the December day of 31, 2020.

The general purpose or objective of this Agreement is to: digitize historic recorded documents from bound books located at the Northwest Regional Archives and enhance digital images scanned by Family Search, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ \$48,000 (2019) and \$80,000 (2020) for a total of \$128,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CONTRACTOR:**

US Imaging, Inc.

\_\_\_\_\_  
Eric Nejedly, National Account Manager  
400 S. Franklin St.  
Saginaw, MI 48607

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the National Account Manager of US Imaging, Inc., and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_.

**WHATCOM COUNTY:**

**Recommended for Approval:**

Debbie Adelstein  
Debbie Adelstein, County Auditor 9/22/19 Date

**Approved as to form:**

\_\_\_\_\_  
Prosecuting Attorney \_\_\_\_\_ Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

**CONTRACTOR INFORMATION:**

US Imaging, Inc.

Eric Nejedly, National Account Manager

Address:  
400 S. Franklin St.  
Saginaw, MI 48607

Contact Name: Eric Nejedly

Contact Phone: 303-319-9457

Contact Email: enejedly@us-imaging.com

## GENERAL CONDITIONS

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

#### 0.1 Scope of Services:

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

### **Series 10-19: Provisions Related to Term and Termination**

#### 10.1 Term:

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

#### 10.2 Extension:

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

#### 11.1 Termination for Default:

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

#### 11.2 Termination for Reduction in Funding: Not Applicable

#### 11.3 Termination for Public Convenience:

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

### **Series 20-29: Provisions Related to Consideration and Payments**

#### 20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards: Not Applicable

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

- 31.1 Ownership of Items Produced:  
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.
- 31.2 Patent/Copyright Infringement:  
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:  
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.  
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
- 32.1 Confidentiality:  
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.
- 33.1 Right to Review:  
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.
- 34.1 Proof of Insurance:  
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:  
Property Damage per occurrence - \$500,000.00 (this amount may vary with circumstances)  
General Liability & Property Damage for bodily injury- \$1,000,000.00 (this amount may vary with circumstances)  
  
A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.  
  
a. Professional Liability - \$1,000,000 per occurrence: Not Applicable
- 34.2 Industrial Insurance Waiver:  
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.
- 34.3 Defense & Indemnity Agreement:  
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors,

its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Insert here (name, job title, work address)

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.



- 38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable
- 38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable
- 38.3 E-Verify: Not Applicable

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

- 40.1 Modifications:  
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.
- 40.2 Contractor Commitments, Warranties and Representations: Not Applicable
- 41.1 Severability:  
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
- 41.2 Waiver:  
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 42.1 Disputes:
- a. General:  
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
  - b. Notice of Potential Claims:  
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
  - c. Detailed Claim:  
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
  - d. Arbitration: Not Applicable
- 43.1 Venue and Choice of Law:  
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

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

45.1 Entire Agreement:

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

**EXHIBIT "A"**  
(SCOPE OF WORK)

**Scope of Work**

Whatcom County Auditor's intent is to complete as many phases of this imaging project as possible with the approved funds budgeted in 2019 and 2020. We anticipate the project will be broken up between those two years. Completion of the project will provide the County with quality digital images back to 1853. These images will be added to the recording system for viewing and research.

Image Details	Estimated Images	Project details
Thumb drive – 1853 –1907 Images through Volume 89 containing 1907	68,000	Images previously scanned by Family Search and currently stored on a thumb drive provided by the Washington State Digital Archives. Images are un-cropped and un-indexed. Cropping, masking, enhancing, de-speckling, resizing of images needed. Images need to be stored in a multi-page TIFF format named by the Auditor File Number.
Books at Northwest Regional Branch – 1907 – 1961 <b>Volumes 90 - Volume 469 page 241</b>	264,000	On-site scanning of original bound volumes at the Washington State Archives, Northwest Regional Branch. <i>Hours available to scan at this branch are Monday – Friday 8:30 AM – 4:30 PM.</i> Cropping, masking, enhancing, de-speckling, resizing of images needed. Images need to be stored in a multi-page TIFF format named by the Auditor File Number.
Books at Northwest Regional Branch – 1967 Images <b>Volume 55 page 820 - Volume 57 page 325 Volume 61 page 536 - Volume 64 page 512</b>	6,000	On-site scanning of original bound volumes at the Washington State Archives, Northwest Regional Branch. <i>Hours available to scan at this branch are Monday – Friday 8:30 AM – 4:30 PM.</i> Cropping, masking, enhancing, de-speckling, resizing of images needed. Images need to be stored in a multi-page TIFF format named by the Auditor File Number.
Books at Northwest Regional Branch – 1974 Images <b>Volume 208 page 105 - Volume 241 page 178</b>	32,000	On-site scanning of original bound volumes at the Washington State Archives, Northwest Regional Branch. <i>Hours available to scan at this branch are Monday – Friday 8:30 AM – 4:30 PM.</i> Cropping, masking, enhancing, de-speckling, resizing of images needed. Images need to be stored in a multi-page TIFF format named by the Auditor File Number.
Microfilm	370,000	16mm microfilm to be created from all images produced. A Silver copy to be provided to Washington State Archives and Diazo film to be provided to Whatcom County Auditor.

## Minimum Requirements

The following criteria are considered minimum requirements:

- Images will be scanned at 300 dpi black and white as a multi-page TIFF image.
- Each image will be named with the Auditor File Number (e.g., 1152702.tif).
- Masking will be required so that only one document will be visible at a time.
- Each image will be cropped and resized to ensure the most accurate original page size.
- Each image will be de-speckled and enhanced when the image is poor quality.
- Images will be inspected to ensure sequential order, right side up page orientation, missing pages, duplicate pages, retakes, and image quality.
- The Vendor's ability to deal with microfilm re-take images will be a critical factor in determining award.
  - Re-takes were necessary due to a poor image being captured on the film. Once the poor image was discovered, it was imaged again.
  - Re-takes also occurred because of a recording error, and the document then needed to be fixed and re-imaged to reflect an accurate record.
  - Re-takes will appear as a duplicated Auditor File number.

The Auditor reserves the right to reduce the scope of the project to fit within the available budget.

## Quality Control

The vendor will be responsible for providing consistent quality and completing all work identified by the contract. All work shall be subject to evaluation and inspection by Whatcom County at any time. Should such inspection indicate failure on the part of the vendor, Whatcom County may terminate the contract.

The selected vendor is expected to make a good faith effort to obtain the best quality image. If the vendor discovers poor digital images, vendor will take steps to correct the quality of the images. If after such efforts, the scanned image is still poor the vendor will report the problem to the Recording Supervisor.

Upon inspection by the Recording Supervisor, digitized/scanned images that do not meet the quality requirement of the RFP will be corrected at no cost to the County. The vendor will be responsible for fixing only the defective images and providing them by email or other method determined acceptable by the recording supervisor. Any transport media failing to meet the applicable criteria will be recreated at no additional charge to the County. Failure to meet quality standards may result in cancellation of the contract.

**EXHIBIT "B"**  
(COMPENSATION)

Whatcom County, WA  
RFP# 19-38

**Cost Proposal**

**Phase 1: Estimated Investment to Scan Books at the Washington State Archives, Regional Branch**

**Bound Books**

	1907-1961 Deed Vols. 90 - 469	=	264,000 Images	
	1967 Official Records Vols. 55-57, 61-64	=	6,000 Images	
	1974 Official Records Vols. 208-241	=	32,000 Images	
302,000 Images	@ 10% Poor Quality Pages	=	30,200 Poor Quality	
264,000 Images	@ 40% Multiple Documents per Page	=	105,800 Multi-Docs	
264,000 Images	@ 5% Dual Polarity / Marginal Notations	=	13,200 Dual Polarity	
302,000 Images	@ 1,200 Images Scanned per Hour (2 Scanners)	=	252 On-Site Hours	
252 Hours	@ 7.5 Hours per Day with Access 8:30a - 4:30p	=	34 On-Site Days	
302,000 Images	@ 400 Images per Gigabyte for JPEG Format	=	755 GB for JPEG's	
302,000 Images	@ 4,000 Images per Gigabyte for TIFF Format	=	76 GB for TIFF's	

**Stage 1**

	On-Site Scan with Access 8:30a - 4:30p	=	\$32,300.00	
302,000 Images	@ \$0.17 Per Image to Scan 300dpi Color JPEG & Inspect Content	=	\$51,340.00	
302,000 Images	@ \$0.01 Per Image to Convert JPEG to B&W TIFF	=	\$3,020.00	
2 Drives	@ \$250.00 Per USB Drive, Copying & Backup	=	\$500.00	57%
1 Shipping	@ \$40.00 Per USB Hard Drive Shipment	=	\$40.00	\$87,200.00

**Stage 2**

302,000 Images	@ \$0.03 Per TIFF to Remove Excess Borders	=	\$9,060.00	
302,000 Images	@ \$0.03 Per TIFF to Inspect & Report Quality	=	\$9,060.00	
105,800 Images	@ \$0.03 Per TIFF to Duplicate Multi-Doc Pages	=	\$3,168.00	
407,600 Images	@ \$0.03 Per TIFF to Group & Index Pages as Docs	=	\$12,228.00	
407,600 Images	@ \$0.03 Per TIFF to Double Group, Index & Verify	=	\$12,228.00	
1 Drive	@ \$250.00 Per USB Drive, Copying	=	\$250.00	30%
1 Shipping	@ \$40.00 Per USB Hard Drive Shipment	=	\$40.00	\$46,034.00

**Stage 3**

30,200 Poor Images	@ \$0.40 Per TIFF to Enhance & Replace Poor Quality	=	\$12,080.00	
211,200 Images	@ \$0.03 Per TIFF to Mask Unwanted Documents	=	\$6,336.00	
13,200 Images	@ \$0.03 Per TIFF to Reverse Dual Polarity	=	\$396.00	
13,200 Images	@ \$0.03 Per TIFF to Reverse Marginal Notations	=	\$396.00	
1 Drive	@ \$250.00 Per USB Drive, Copying	=	\$250.00	13%
1 Shipping	@ \$40.00 Per USB Hard Drive Shipment	=	\$40.00	\$19,498.00

**Total Investment = \$152,732.00**

Investment per Image = \$0.51

**\*\*US Imaging has responded to the RFP pricing as if all the books are Bound; however, we believe some books are in mechanical binders, which can be scanned at a reduced price. Any Mechanical books would receive a \$0.08 discount per image to scan for a total investment of \$0.43 per image.**

**Phase 2: Estimated Investment to Group and Index Previously Scanned Images**

**Previously Scanned Images**

		1853-1907 Deed Vols. A-89	=	68,000 Images
68,000 Images	@	50% Multiple Documents per Page	=	34,000 Multi-Docs
68,000 Images	@	4,000 Images per Gigabyte for TIFF Format	=	17 GB for TIFF's

**Stage 2**

			=	<u>Optional Service</u>
68,000 Images	@	\$0.03 Per TIFF to Inspect & Report Quality	=	\$2,040.00
68,000 Images	@	\$0.03 Per TIFF to Manually Crop & Resize Image	=	\$2,040.00
34,000 Images	@	\$0.03 Per TIFF to Duplicate Multi-Doc Pages	=	\$1,020.00
68,000 Images	@	\$0.03 Per TIFF to Mask Unwanted Documents	=	\$2,040.00
102,000 Images	@	\$0.03 Per TIFF to Group & Index Pages as Docs	=	\$3,060.00
102,000 Images	@	\$0.03 Per TIFF to Double Group, Index & Verify	=	\$3,060.00
1 Drive	@	\$250.00 Per USB Drive, Copying	=	\$250.00
1 Shipping	@	\$40.00 Per USB Hard Drive Shipment	=	<u>\$40.00</u>
		<b>Total Investment</b>	=	<b><u>\$8,450.00</u></b>
		Investment per Image	=	\$0.13

**Phase 3: Archive Digital Images to 16mm Microfilm**

**16mm Rollfilm**

370,000 Images @ 6,000 Images per Roll, 16mm x 215', 24x Reduction Ratio = 62 Rolls

370,000 Images @ \$0.02 Per Image to Archive Silver Original Rollfilm = \$7,400.00

62 Rolls @ \$20.00 Per Silver Original Roll to Brown Tone = \$1,240.00

62 Rolls @ \$30.00 Per Diazo Duplicate Roll = \$1,860.00

1 Box @ \$50.00 Per Box, Microfilm Shipment to Regional Archives (Originals) = \$50.00

1 Box @ \$50.00 Per Box, Microfilm Shipment to County (Diazo Duplicates) = \$50.00

**Total Investment** = **\$10,600.00**

**Investment per Image** = **\$0.03**

**\*\*If it is determined that the images are better suited for archiving to 35mm, due to page size, adjusted pricing will be submitted to the County for approval.**

**Whatcom County  
RFP #19-38  
Digital Image Enhancement Services  
Exhibit A  
Response Forms**

**Company Name** US Imaging, Inc.

**Address** 400 S. Franklin Street

**Submitted by** Eric Nejedly, National Account Manager  
*Print Name & Title*

**Signature**  **Phone Number** (303) 319-9457

**Proposed Costs:**

Imaging Project				
Phase	Media	Approximate Number of Images	Proposed Price per Image	Project Objectives
1	Bound Books	302,000	\$0.51	Scan, enhance, mask, de-speckle, crop, and resize digital images from bound books. All images need to be stored in a multi-page Tiff format named by Auditor file number.
2	Thumb Drive	68,000	\$0.13 to \$0.20	Enhance, mask, de-speckle, crop, and resize digital images. All images need to be stored in a multi-page Tiff format named by Auditor file number.
3	Microfilm	370,000	\$0.03	16mm microfilm to be created from images. A Silver copy to be provided to Washington State Archives and Diazo film to be provided to Whatcom County Auditor. The images/microfilm rolls will comply with all Washington State standards as stated by the Guidelines for Microfilming Public Records attached as <i>Exhibit B</i> .