



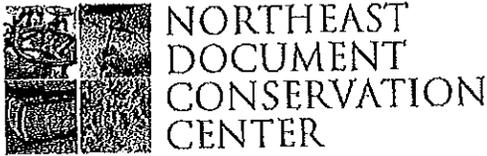
OMNIBUS CAVEAT OF THE TEXAS GENERAL LAND OFFICE (GLO)¹
FOR CONTRACT NO. 16-152-000-9450

Notwithstanding any language to the contrary in the attached **Agreement** presented by **Northeast Document Conservation Center** ("Provider"), the GLO stipulates and Provider hereby acknowledges notice of the following:

1. **INSURANCE:** The GLO is a state agency designated to perform the governmental functions authorized in Article 3, Section 49-b of the Texas Constitution. Pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," the GLO is self-insured and, therefore, is not required to purchase insurance. A self-insurance fund has been established to protect the GLO and all officers, employees, and agents from any insurable risk or hazard.
2. **PRE-PAYMENT / PROMPT PAYMENT:** The GLO agrees to pay Provider in accordance with Chapter 2251, Subtitle F of Title 10 of the Texas Government Code, "The Prompt Pay Act," and requests that Provider hereby waive pre-payment requirements of any and all kind, evidenced by signing below.
3. **INDEMNITY:** To the extent that Provider's document(s) requires the GLO to indemnify or hold Provider or any third party harmless from damages of any kind or character, such obligations are binding upon the GLO to the extent permitted by the Constitution and laws of the State of Texas.
4. **ATTORNEYS' FEES, PENALTIES, AND LIQUIDATED DAMAGES:** To the extent that Provider's document(s) requires the GLO to pay attorneys' fees for any action contemplated or taken, or penalties or liquidated damages in any amount, such obligations are binding upon the GLO to the extent permitted by the Constitution and laws of the State of Texas.
5. **LAW AND VENUE:** The agreement between the Parties and any rights and obligations of the Parties shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought shall be in a court of competent jurisdiction in Travis County, Texas. **Nothing herein constitutes a waiver of the GLO's sovereign immunity.**
6. **NO DEBT:** In compliance with TEX. CONST. Art. VIII § 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated.
7. **TRAVEL:** Subject to the maximum Contract amount authorized herein, as specifically authorized by the GLO, the GLO shall allow travel reimbursements at the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *Textravel*.
8. **CONFLICTING TERMS:** If any provisions herein conflict with terms in the related agreement between the Parties, the terms herein shall control.

ACKNOWLEDGED: NORTHEAST DOCUMENT CONSERVATION CENTER

¹ The GLO remains subject to the statements herein presented, based on requirements mandated for agencies of the State of Texas.



**NORTHEAST
DOCUMENT
CONSERVATION
CENTER**

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Texas General Land Office
1700 North Congress Avenue
Stephen F. Austin Building, Room 140
Austin, TX 78701

August 24, 2015
Project # 15-184_I

Contact: Susan Smith Dorsey, Director and Records Management Officer
susan.dorsey@glo.state.tx.us
(512) 463-5274

Objects

Object 1

Wall Map
Artist/Author: Harry King
Place/Date: 1897
Title/Subject: "United States and Territories"

Size: 56" x 87 1/2"
Est. Images: 1

Object 2

Wall Map
Artist/Author: Jacob Monk
Place/Date: 1854
Title/Subject: "New Map of that Portion of North America Exhibiting that Portion of the United States"

Size: 68" x 60"
Est. Images: 1

Project Scope

Following accepted best practices, the purpose of our service is to create a faithful image surrogate of reflective and transmissive archival materials in their current condition. Loose dust will be removed with a manual air blower (not compressed air) or with a delicate brush. Tears may be mended and embedded dust and dirt removed through conservation treatment under a separate proposal, if desired. Minor post-processing adjustments will be performed to optimize image quality and bring all images to a common rendition.

The objects identified above will be imaged using a high-resolution digital camera with apochromatic macro flat field optics on our specialized workstations. The light source will be Broncolor electronic flash, providing optimal light quality at minimal total light exposure. Imaging will be done following the Federal Agencies Digitization Guidelines Initiative (FADGI) *Technical Guidelines for Digitizing Cultural Heritage Materials* (2010) and the following project specifications:

Preservation Masters

Format: TIFF
Spatial Resolution: 600 ppi at original size
Bit Depth: 16-bit
Color Profile: Adobe RGB 1998

Access Derivatives

Format: JPEG
Spatial Resolution: 600 ppi at original size
Bit Depth: 8-bit
Color Profile: Adobe RGB 1998

Oversize Materials

Objects requiring an image size greater than 6000 x 8000 pixels (e.g., 15" x 20" at 400 ppi; 20" x 26.7" at 300 ppi; etc.) will be photographed on our custom X-Y table in multiple sections and stitched together in software during post-processing to reconstruct the whole document. We propose to image the above maps at 600 ppi to ensure that all visually significant information is captured in the digital files.

Targets

American Institute for Conservation PhotoDocumentation Targets (AIC PhD Targets) will be used as a photographic reference standard. AIC PhD Targets include: six-step greyscale, color patches (CMYRGB), a lighting indicator associated with a photogrammetric indicator, a size scale, and an area for date and object identification information.

Cropping

Reflective media will be cropped to include a small border around the edges of the object; transmissive media will be cropped to include a small border around the edges of the image. Reference targets will be removed in the final deliverable files.

Metadata

Technical metadata comprising camera and software information will be embedded in the header of each TIFF master file.

File Naming

Files will be named with a descriptive prefix plus sequential numerical suffix.

Quality Control

All work will be performed under tight environmental control in the NEDCC imaging laboratory by highly-skilled professionals, and objects will remain in the NEDCC vault when not being imaged. NEDCC performs a 100% inspection of deliverables, done by Associate and Senior Photographers. All files will be backed up on NEDCC's servers for six (6) months after project completion.

Delivery Medium

The digital files will be delivered on a DVD.

Optional Work**Print Reproductions**

Reduced-size prints can be made of each object, using archival paper and pigmented inks. A print of Object 1 would be approximately 42" x 66", and a print of Object 2 would be approximately 47 ¾" x 42". Because of differences in substrates and inks between the originals and prints, we will not be able to exactly match the original colors, but will produce a very close reproduction.

Please check this box if you would like the image levels to be enhanced (rather than matched) prior to printing.

If electing print reproductions for one or both maps, please select the appropriate options below.

Cost Summary

Project Scope	\$/Unit	Quantity	Total
Project Set-up	\$150.00	1 set-up	\$150.00
Preservation Masters: Object 1	\$950.00	1 file	\$950.00
Preservation Masters: Object 2	\$850.00	1 file	\$850.00
Access Derivatives	\$0.00	2 files	\$0.00
DVD	\$20.00	1 disk	\$20.00
TOTAL			\$1,970.00

Optional Work

	(Please check.)		
Object 1 Print Reproduction – 1 print @ \$400 per print	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	\$400.00
Object 2 Print Reproduction – 1 print @ \$350 per print	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	\$350.00

Terms & Conditions

It is understood and agreed between the parties to this agreement that the work may be halted should unexpected problems render the proposed scope and/or activities infeasible or more time-consuming than could be reasonably estimated. If this were to occur, modifications to the scope and/or activities may be proposed, and, after consultation with the Owner or Authorized Agent, a new estimate may be given to reflect revised specifications. Estimates are valid for 12 months. Costs of shipping/handling and unframing/reframing services are additional. ~~NOTE: One-half of the estimated cost is payable at the time of approval.~~

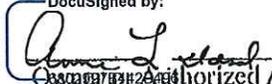
Pick-up or shipping/handling of objects shall be at Client's/Owner's expense and must occur within 90 days after either notification of completion of work or notification that objects associated with unapproved proposals must be picked up (or delivery effected). All charges for contracted services, including shipping/handling, must be paid prior to NEDCC releasing objects for return. Storage fees of \$125.00 per month shall be charged after expiration of the 90-day period. In consideration for waiver of such storage charges, failure of Client/Owner to pick up (or effect delivery) within six months of a third notification or attempted notification by NEDCC by certified mail at Client's/Owner's last known address shall constitute transfer of title of objects to NEDCC. Long-term arrangements for storage at a fee must be made by separate agreement to avoid such transfer of title. Client/Owner must inform NEDCC of any changes of address.

CLIENT'S/OWNER'S STATEMENT OF INSURANCE VALUE: Maximum liability limited to \$_____. Unless Owner's insurance policy provides standard "all risk perils" and Owner's insurance company sends NEDCC a waiver of subrogation, all objects left at NEDCC must be insured under NEDCC's policy at a rate of \$1.00 per month per \$1,000 of value. If no valuation is provided by Owner, an assignment of \$500 will be placed on objects for insurance coverage purposes.

THE UNDERSIGNED AGREES TO INDEMNIFY AND HOLD NEDCC HARMLESS FROM ALL CLAIMS AND DEMANDS FOR LOSS OR DAMAGE TO THE ABOVE OBJECTS HOWEVER OCCASIONED UNLESS DUE TO THE WILLFUL NEGLIGENCE OF NEDCC. IN NO EVENT SHALL NEDCC BE LIABLE TO ANY PARTY FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

NEDCC represents that it is not the Owner of objects that will be digitized and Client/Owner agrees that NEDCC is not responsible for any potential or real copyright infringement as a result of digitizing the objects. Compliance with copyright law is the sole responsibility of Client/Owner. NEDCC hereby conveys copyright, if any, in the digital objects to Client/Owner. The undersigned hereby grants permission to NEDCC to use the record of the proposed work, including imagery, for its educational programs.

AUTHORIZATION IS HEREBY GIVEN to the NORTHEAST DOCUMENT CONSERVATION CENTER to digitize and/or treat the above object(s). It is acknowledged that the undersigned has read and understands the proposal and all terms and conditions herein.

DocuSigned by:

 _____ 10/13/2015
 Authorized Agent Anne Idsal Chief Clerk Date

 _____ 8/24/15
 Terrance D' Ambrosio, Director of Imaging Services, NEDCC Date

P.O.# required? Yes No # _____

Project # 15-184_1
 TD STH LS K M GC MS