

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: February 25, 2014

**SUBJECT: APPROVING A 3-YEAR MASTER PROFESSIONAL SERVICES AGREEMENT WITH HINES EDM FOR DOCUMENT IMAGING AND STORAGE SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$200,000 EACH FISCAL YEAR AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT (GENERAL FUNDS)**

**Report in Brief**

The Community and Economic Development (“CED”) Department provides Planning, Building, Engineering, Housing, Transportation, and Economic Development services to the community. These services generate a significant amount of paper-based documents, which have mandated retention schedules, including for-life retention in many cases. To address the City’s current and ongoing variable imaging and storage needs, staff recommends that the City outsource these services.

Following an RFP process, staff has selected Hines EDM to provide these services, subject to City Council approval of a contract for services. Staff recommends the City Council approve the Master Professional Services Agreement with Hines EDM for imaging and storage services as provided in Attachment 1.

**Background**

Previous to the economic downturn starting circa 2007, imaging services and storage services for the permits, plans, applications and other documents produced and stored by various divisions of the CED Department were provided primarily through and by the City Clerk’s office. Due to significant staffing reductions that occurred, imaging services within the City Clerk’s office were significantly reduced or terminated. This created backlogs in imaging and increased demands for storage of paper-based documents prior to imaging. Compounding the situation was the fact that the City did not have a dependable electronic records management system to allow the destruction of the originals in a consistent and uniform manner once the paper-based documents were finally imaged and stored electronically. Thus, the CED Department has been storing many documents at various locations, including the Pump House near Water World Park and in the Building Division’s basement area for many years. Storage has been an issue within the Building Division’ basement area, as available space for storage is running out and it must also function as office space.

In recent years the State has passed legislation mandating the use of a certified “trusted system” of electronic records management before original paper-based documents can be destroyed. This insures that the City retains its vital records in an accurate condition. At this point in time the City does not have a State certified “trusted system” and will therefore need to store its original (generally paper) document until that certification has occurred.

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Recently the Information Technology (IT) Department led a City-wide record management needs assessment. During this calendar year the IT Department will be soliciting RFPs for an electronic imaging system that would meet most of the needs identified in the assessment report, including the need for a certified “trusted system.” It is estimated that it could take up to two years to get State Certification as a “trusted system.” Until that time, the growing backlog of paper-based documents may be electronically imaged, but the originals may not be destroyed. Therefore, the City, and particularly the CED Department, needs to find a solution to storage of paper-based documents until that time.

Storing paper-based documents over the past several years in different areas has also created issues with respect to servicing public records requests and researching past project approvals. It takes considerable time and effort to find and process information when it is stored off site and not available in easily searchable electronic format. Thus, having the documents in a reliable electronic format provides for more efficient and responsive processing of records requests and for staff to look up historic information.

Imaging needs vary considerably year to year. The City is experiencing an increase in development activity as evidenced by increase in applications for permits and planning projects, increase in valuation of work overall from previous years, and projections of increases in plan review and inspection revenues over current budgeted revenues. Thus, flexibility in being able to image varying levels of documents is needed.

**Discussion**

As a collaborative effort to address the above issues, the City Clerk’s Office, the IT Department and CED Department propose that the City discontinue its dependence on the City Clerk’s office for the development review record imaging service needs and fully outsource the needed services. Outsourcing allows the City to address the variable imaging needs.

The Building Division Permit Center Technicians are a logical choice to manage records imaging process for the CED Department. Imaging documents related to development review is most logically performed when a permit is finalized or a development project is closed out. In addition, the Building Permit process generates the largest amount of paper-based documents within CED

Development review permits already include nominal fees to offset the cost to image and upload permanent record images to the City’s Record Management System (currently Questys). Annual revenues from these fees are projected to be about \$65,000 this fiscal year. Each fiscal year’s revenue is expected to vary, as described above. However, the costs for imaging service associated with development review projects will be fully recovered by the existing imaging fees.

In January, 2014 staff sent Requests for Proposals (RFPs) to three record imaging companies. All three companies responded to the RFP. Staff reviewed the proposals and selected Hines EDM for their overall experience and pricing for imaging and storage of records, subject to the approval of a contract for services with the City Council. The imaging fees currently being collected are sufficient to cover the cost of the services contained in the Hines EDM proposal.

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Staff proposes the use of a Master Services Agreement for imaging services to address the variable nature of the imaging needs in each fiscal year (Attachment 1). Under the terms of the proposed 3-year Master Agreement, the total not-to-exceed cost of services for the consultant is \$200,000 per fiscal year. While staff does not expect the cost of imaging services this fiscal year to approach this maximum level, we expect an increasing variable level of revenue as the trend has been an increase in development and permitting activity. This provides the capacity to address those increases. The City Council must approve any additional compensation to the consultant that exceeds \$200,000 per fiscal year, throughout the remaining term of this agreement. The proposed Agreement would expire on June 30, 2016, with the option for a mutually agreed upon extension of the contract for up to three years.

It is important to note that Hines EDM understands that award of a Master Agreement is not a guarantee of work. Rather, it is a mechanism to allow staff to meet the variable imaging and storage service demands over the time period of the contract. Purchase Orders for the services require review and approval by the Director of Community and Economic Development and the Finance Department and are dependent upon available City Council budgeted expenditures. The City Attorney's office has reviewed the proposed Master Agreement.

**Fiscal Impact**

Revenues collected from imaging fees offset the consultant expenses incurred. In no case will consulting expenditures exceed the available budgeted consulting expenditures. Future years funding for the contract are dependent upon budget approval annually.

**Public Contact**

The City Council Agenda was posted and copies of the agenda and report were mailed to Hines EDM.

**Recommendation for Action**

Staff recommends that the City Council approve a 3-year Master Professional Services Agreement with Hines EDM for document imaging and storage services in the not-to-exceed amount of \$200,000 in each of the fiscal years, ending on June 30, 2016; and authorize the City Manager to execute the agreement.

Prepared by: Robert Woods  
Chief Building Official  
[robert.woods@ci.concord.ca.us](mailto:robert.woods@ci.concord.ca.us)



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Valerie J. Barone  
City Manager  
[valerie.barone@ci.concord.ca.us](mailto:valerie.barone@ci.concord.ca.us)

Reviewed by: Victoria Walker  
Dir. of Comm. & Econ. Development  
[victoria.walker@ci.concord.ca.us](mailto:victoria.walker@ci.concord.ca.us)

**AGREEMENT FOR PROFESSIONAL SERVICES**

1 THIS AGREEMENT ("Agreement") is entered into on February 25, 2014 between the City of  
2 Concord ("CITY") and Hines EDM, A California Corporation, 1380 Lead Hill Blvd., Suite 106,  
3 Roseville, CA 95661 ("CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings  
5 and intentions:

6 The CITY desires to contract with CONSULTANT to provide the professional services  
7 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

8 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the  
9 parties herein contained, the parties hereto agree as follows:

10 1. **TERM.** This Agreement shall commence on March 1, 2014 and expire on June 30,  
11 2016.

12 A. **Extension of Term.** Upon mutual written agreement by the parties, the term of  
13 this Agreement may be extended for three additional periods of one fiscal year each commencing  
14 upon the expiration of the initial or extended term, subject to the same terms and conditions of this  
15 Agreement. CONSULTANT shall give written notice of its request for extension of the term of the  
16 Agreement to the City's Authorized Representative, as identified in Section 4 below, at least thirty  
17 (30) days prior to expiration of the initial or extended term.

18 The extension(s) of the term of this Agreement shall be subject to a review of  
19 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and  
20 shall be subject to City approval. Such extension of time shall be in writing by a duly executed  
21 Amendment to this Agreement.

22 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by  
23 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail  
24 in Exhibit A (Hines EDM Proposal dated January 16, 2014). CITY retains all rights of approval and  
25 discretion with respect to the projects and undertakings contemplated by this Agreement.

26 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for  
27 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit  
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1 A. However, in no event shall the amount CITY pays CONSULTANT exceed Two Hundred  
2 Thousand dollars (\$200,000) for the term of this Agreement. Any Amendment to this Agreement that  
3 includes an increase to this compensation amount shall be made in accordance with Section 5 below.

4 CONSULTANT may submit monthly statements for services rendered; all statements  
5 shall include adequate documentation demonstrating work performed during the billing period. It is  
6 intended that CITY review such statement and pay CONSULTANT for services rendered within 30  
7 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall  
8 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the  
9 time of payment.

10 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent  
11 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered  
12 by CONSULTANT under this Agreement except where approval for the CITY is specifically required  
13 by the City Council. The CITY's authorized representative is Victoria Walker, Director, Community  
14 and Economic Development. CONSULTANT's authorized representative is Lonnie R. Hines,  
15 President and CEO.

16 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,  
17 subject to approval by both parties. If additional services are requested by CITY other than as  
18 described in the above Scope of Services, this Agreement may be amended, modified, or changed by  
19 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution  
20 of an Amendment by authorized representatives of both parties setting forth the additional scope of  
21 services to be performed, the performance time schedule, and the compensation for such services.

22 **A. Amendment for Additional Compensation.** Any amendment to the base  
23 compensation specified in Section 3 shall be approved by City Council.

24 Consultant's failure to secure CITY's written authorization for additional compensation or  
25 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price  
26 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

27 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that  
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1 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the  
2 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall  
3 have any control over the manner by which the CONSULTANT performs this Agreement and shall  
4 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT  
5 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT  
6 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as  
7 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation  
8 whatsoever, unless otherwise provided in this Agreement.

9 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the  
10 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be  
11 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of  
12 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work  
13 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work  
14 performed during non-standard business hours, such as in the evenings or on weekends.  
15 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized  
16 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the  
17 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay  
18 all taxes, assessments and premiums under the federal Social Security Act, any applicable  
19 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use  
20 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by  
21 reason of or in connection with the services to be performed by CONSULTANT.

22 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to  
23 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of  
24 Work and that such services shall be performed in an expeditious manner, and with the degree of skill  
25 and care that is required by current, good, and sound procedures and practices. CONSULTANT  
26 further agrees that the services shall be in conformance with generally accepted professional standards  
27 prevailing at the time work is performed.

1           **8.     PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other  
2 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.  
3 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any  
4 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S  
5 representative as the person primarily responsible for the day-to-day performance of  
6 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the  
7 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise  
8 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the  
9 quality and timeliness of performance of the services, notwithstanding any permitted or approved  
10 delegation hereunder.

11           **9.     OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents  
12 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's  
13 services in respect to this project. They are not intended nor are represented to be suitable for reuse by  
14 others except CITY on extensions of this project or on any other project. Any reuse without specific  
15 written verification and adoption by CONSULTANT for the specific purposes intended will be at  
16 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including  
17 attorney's fees arising out of such unauthorized reuse.

18           CONSULTANT's records, documents, calculations, and all other instruments of service  
19 pertaining to actual project shall be given to CITY at the completion of the project. The CITY  
20 reserves the right to specify the file format that electronic document deliverables are presented to the  
21 CITY.

22           **10.    INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold  
23 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and  
24 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and  
25 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this  
26 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,  
27 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on  
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1 the part of CITY.

2 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in  
3 full force at all times during the term of this Agreement the following insurance:

4 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain  
5 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)  
6 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily  
7 injury, personal injury, and property damage.

8 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile  
9 liability insurance covering all vehicles used in the performance of this Agreement providing a one  
10 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,  
11 and property damage.

12 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT  
13 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions  
14 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The  
15 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made  
16 annual aggregate basis or a combined single limit per occurrence basis.

17 **D. Compliance with State Workers' Compensation Requirements.**  
18 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation  
19 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all  
20 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being  
21 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall  
22 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and  
23 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision  
24 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

25 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to  
26 contain the following provisions:

27 **(1) Additional Insured.** CITY, its officers, agents, employees, and  
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1 volunteers are to be covered as an additional insured as respects: Liability arising out of activities  
2 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,  
3 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope  
4 or protection afforded to CITY, its officers, officials, employees, or volunteers.

5 Except for worker's compensation and professional liability insurance, the policies mentioned  
6 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to  
7 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT  
8 receives any notice of cancellation or nonrenewal from its insurer.

9 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be  
10 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any  
11 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,  
12 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute  
13 with it.

14 (3) **Reporting Provisions.** Any failure to comply with the reporting  
15 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,  
16 employees, or volunteers.

17 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with  
18 certificates of insurance and the original endorsements effecting coverage required by this Agreement.  
19 The certificates and endorsements for each insurance policy are to be signed by a person authorized by  
20 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an  
21 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and  
22 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.  
23 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the  
24 right to require complete certified copies of all required insurance policies at any time.

25 **12. TIME OF PERFORMANCE.** The time of performance of the services under this  
26 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services  
27 shall be strictly construed.

1           **13.     SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,  
2 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for  
3 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services  
4 performed and reimbursable expenses incurred prior to the suspension date. During the period of  
5 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for  
6 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

7           **14.     TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)  
8 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written  
9 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT  
10 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,  
11 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work  
12 Materials") prepared for the CITY prior to the effective date of such termination, all of which shall  
13 become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT  
14 for the services performed as of the effective date of the termination.

15           **15.     COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,  
16 CONSULTANT agrees as follows:

17           **A.     Equal Employment Opportunity.** In connection with the execution of this  
18 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment  
19 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited  
20 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or  
21 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and  
22 selection for training including apprenticeship.

23           **B.     Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply  
24 with all federal regulations relative to nondiscrimination in federally assisted programs.

25           **C.     Solicitations for Subcontractors including Procurement of Materials and**  
26 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by  
27 CONSULTANT for work to be performed under a subcontract including procurement of materials or  
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1 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by  
2 CONSULTANT of CONSULTANT'S obligation under this Agreement and the regulations relative to  
3 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

4 **16. CONFLICT OF INTEREST.**

5 A. CONSULTANT covenants and represents that neither it, nor any officer or  
6 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in  
7 any manner with the interests of CITY or which would in any way hinder CONSULTANT's  
8 performance of services under this Agreement. CONSULTANT further covenants that in the  
9 performance of the Agreement, no person having any such interest shall be employed by it as an  
10 officer, employee, agent or subcontractor without the express written consent of the CITY.  
11 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of  
12 interest, with the interests of the CITY in the performance of this Agreement.

13 B. CONSULTANT is not a designated employee within the meaning of the  
14 Political Reform Act because CONSULTANT:

15 (1) Will conduct research and arrive at conclusions with respect to its rendition  
16 of information, advice, recommendation or counsel independent of the control and direction of the  
17 CITY or of any CITY official, other than normal contract monitoring; and

18 (2) Possesses no authority with respect to any CITY decision beyond the  
19 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

20 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable  
21 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable  
22 licenses, including a business license with the City of Concord, and permits for the conduct of its  
23 business and the performance of the services.

24 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance  
25 with the laws of the State of California, excluding any choice of law rules which may direct the  
26 application of the laws of another jurisdiction. In the event that suit shall be brought by either party  
27 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the  
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1 County of Contra Costa, California.

2 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or  
3 condition contained in the Agreement, or any default in their performance of any obligations under the  
4 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other  
5 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default  
6 constitute a continuing waiver of same.

7 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions  
8 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by  
9 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment  
10 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The  
11 illegality or invalidity of any of the provisions or portions of application of any of the provisions of  
12 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of  
13 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though  
14 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the  
15 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

16 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and  
17 incorporated herein by reference. The Agreement contains the entire agreement and understanding  
18 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or  
19 contemporaneous agreements, commitments, representation, writings, and discussions between  
20 CONSULTANT and CITY, whether oral or written.

21 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**  
22 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,  
23 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT  
24 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,  
25 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach  
26 of this provision shall be void. This Agreement is not intended and shall not be construed to create  
27 any third party benefit. This Agreement is not intended and shall not be construed to create a joint  
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1 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall  
2 not have any power to bind or commit the CITY to any decision.

3 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll  
4 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on  
5 a generally recognized accounting basis and made available to CITY if and when required.

6 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage  
7 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's  
8 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,  
9 respectively, designate in a written notice given to the other. Notice shall be deemed received three  
10 (3) days after the date of the mailing thereof or upon personal delivery.

11 To CITY:

**Robert L. Woods  
Chief Building Official  
City of Concord  
1950 Parkside Drive  
Concord, CA 94519-2578  
Phone: (925) 671-3119  
Fax: (925) 680-4877**

16 To CONSULTANT:

**Lonnie R. Hines  
President & CEO  
Hines EDM  
1380 Lead Hill Blvd., Suite 106  
Roseville, CA 95661  
Phone: (916) 784-8436  
Fax: (916) 784-9489**

21 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent  
22 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or  
23 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in  
24 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

25 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of  
26 CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver  
27 this Agreement on behalf of CONSULTANT and that such execution is binding upon  
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1 CONSULTANT.

2 This Agreement may be executed in several counterparts, each of which shall constitute one  
3 and the same instrument and shall become binding upon the parties when at least one copy hereof  
4 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary  
5 to produce or account for more than one such counterpart.

6 **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more  
7 copies as of the date and year first written above.

8 **CONSULTANT**

**CITY OF CONCORD, a Municipal Corporation**

9  
10  
11 By: \_\_\_\_\_

By: \_\_\_\_\_

12 Name: Hines EDM  
13 Title: President & CEO  
14 Address: 1380 Lead Hill Blvd., Suite 106  
Roseville, CA 95661  
15 Telephone: (916) 784-8436

Name: Valerie J. Barone  
Title: City Manager  
Address: 1950 Parkside Drive  
Concord, CA 94519  
Telephone: (925) 671-3150

16 APPROVED AS TO FORM:

ATTEST:

17  
18 \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

19  
20 FINANCE DIRECTOR'S CERTIFICATION:

21 Concord, California

22 Date: \_\_\_\_\_, 20

23 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
24 DURING THE FISCAL YEARS FY13/14, FY14/15, AND FY15/16 TO PAY THE ANTICIPATED  
25 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
THE SUM OF \$200,000. Account Code 10086001Z01 63800-0400.

26  
27 \_\_\_\_\_  
Finance Director's Signature

January 16, 2014



1380 Lead Hill Blvd., Suite 106  
Roseville, CA 95661  
Ph 916.784.8436  
Fax 916.784.9489  
[www.HinesEDM.com](http://www.HinesEDM.com)  
Federal Tax ID: 45-3341134

Robert L. Woods, S.E.  
Chief Building Official, Building Division  
Community and Economic Development Department  
City of Concord  
1950 Parkside Drive, MS/51  
Concord, CA 94519  
(925) 671-3119

Dear Mr. Woods,

Hines EDM, Inc. Consulting, Inc. is pleased to present this proposal for electronic document conversion to digital images of your building documents and large format plan sets and microfilm and fiche. This project could be completed within a six-month to one year time frame with an option to accelerate that schedule if required by the City. However we understand that due to annual budget constraints it is likely that the project will span multiple years depending on availability of funding.

Hines EDM, Inc. is a full service electronic document management and scanning firm. We have many satisfied scanning clients throughout the Bay Area. We have extensive experience scanning a wide variety of business critical and historical documents in our secure in-house service bureau. Once your documents are scanned we will deliver them to you as clear crisp PDF or TIFF images on searchable read only DVD and USB Disk, ready for import into your Questys or other EDMS system where you and other City Staff will be able to instantly locate and view them anytime.

On behalf of everyone at Hines EDM, Inc., we appreciate the opportunity to provide you with this scanning proposal. We thank you for your consideration and we look forward to the opportunity to work with you on this project.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lonnie R. Hines", is written over a light blue circular stamp.

Lonnie R. Hines  
President & CEO  
Hines EDM, Inc.

**City of Concord  
Request for Proposal for Imaging Services  
Hines EDM, Inc. response**

**A. Name the firm and describe the work in which the firm is engaged. Provide the location of the office (s) that will be performing the work.**

**Company Overview – Hines EDM, Inc.**

*Northern California's Premier  
Document Management System Consulting Firm*



From the beginning our goal at Hines EDM, Inc. has always been to help our government business enterprise client's to extract maximum benefit from electronic document management technology. Besides freeing up valuable workspace, a well-designed and tightly integrated document management system can dramatically improve enterprise productivity and rapidly deliver substantial savings in time and money throughout the organization. *Adding quality content to the system is as important as the system you selected for managing your documents* – as such, Hines EDM, Inc. is your premier partner for quality document scanning and imaging services. Hines EDM, Inc. is located in a secure facility in Roseville, California.

Hines EDM, Inc. provides the following services and solutions:

**Scanning Services**

- Paper, any size including large format E-size and larger roll plans
- Microfilm and Microfiche - all types and styles
- Aperture Cards
- Bound Books
- Back File Conversion
- Day Forward Scanning
- On-site or off-site scanning services
- Pickup and delivery service
- Indexing (Onshore)
- Fast turn-around of your scanning projects
- Your images delivered on searchable, read only optical media
- Compliance with CA Secretary of State guidelines
- Competitive Rates
- State of the Art Scanners and Equipment for enhanced quality images

### Conversion Solutions

- Export to a wide variety of other popular EDMS systems
- Export via electronic media or direct digital transfer via FTP

### Secure Work Process

- Individual document tracking
- Pickup inspection and signature
- Pickup and transport in a secure closed vehicle
- Storage, scanning and conversion in a secure controlled entry facility with alarm and 24/7 video monitoring

### Tracking and Audit Trail

- Customer Site Box Check-Out
- Individual file folder tracking during processing
- Audit trail of all work performed
- Pre-Return Inventory

**B. Reference related work which best illustrates your firm's qualifications for this project.**

Examples of some of the many City and County Government projects performed by Hines EDM staff are summarized in the table below.

Example Projects						
Client	Project Description	Systems		Conversion & Scanning	Implementation	Maintenance
		Agenda	EDMS			
City of San Bruno	EDMS for Building and Planning. Scanning customer for Building & Permit paper files & Microfiche.					
City of Santa Cruz	Citywide EDMS and Agenda Plus. Scanning Customer for Microfiche, film, City Clerk Microfilm, Deeds and Historical Bound Books of ORD & RESOs					
City of Daly City	Citywide EDMS, Agenda Plus and Video Plus, Scanning of Large Format Building Plans including Microfiche					
City of Hillsborough	Citywide EDMS and Agenda Plus – Scanning Customer for Building & Permit paper files, Finance AP Docs					
City of Emeryville	Citywide EDMS and Agenda Plus – Scanning City Clerk Documents and Building & Planning files					
City of San Mateo	SIRE EDMS for Public Works initially, Agenda City Wide plus scanning of Building Plans and Permit files					
City of Pinole	Citywide EDMS integrated with City permit software. Also performed scanning services for Building & Permit files.					
City of Foster City	Citywide EDMS and Agenda Plus, Scanning customer for Building & Permit paper files & Microfiche.					
County of Placer	County wide EDMS in multiple departments including HHS and Sheriff Depts. Currently a 1000 plus user system.					
San Joaquin Valley Air Pollution District	Multiple Back file conversion projects					
Menlo Park FP District	District Wide EDMS and Agenda Plus, Scanning project for large format plans					

\*Reference contact information available upon request.

**C. List the Project Manager and key personnel for the project. Resumes should demonstrate experience in performing imaging, as specified in Exhibit A.**

Hines EDM, Inc. will ensure adequate staffing to meet the agreed upon turnaround for a given batch. Listed below are the key individuals (resumes are attached). In addition, experienced scanning and Indexing technicians will be assigned from our pool of available resources as required.

Name	Project Title/Function
Lonnie Hines	Executive, Contract Manager
Maxwell McArthur	Production Manager
Sharon Heramia	Project Manager

**D. Confirm your firm's ability to meet the specifications per Exhibit A. List any specifications that are not shown in Exhibit A that your firm believes should be considered and state clearly why they should be considered.**

Hines EDM meets all requirements in exhibit A. We have added more detail about our indexing processes and we believe that security is vital and so we have added our security policies as well.

**Pick-up & Delivery:**

1. Hines EDM will provide courier services to pick up all documents for processing.
2. Hines EDM will provide courier services to deliver all images and associated data.
3. Hines EDM will provide document storage services at no cost for up to 90 days after scanning is complete and will charge a nominal storage fee for longer term storage if required.
4. Hines EDM can also provide document destruction services if requested, but will only destroy documents upon written authorization from the City of Concord.
5. Pickup of documents will be scheduled approximately every two weeks.
6. Hines EDM will work with the City to coordinate a specific pickup schedule based on the City's requirements, typically a designated day of the week, such as Monday.
7. Image processing time for each separate batch received by Hines EDM shall be completed and returned to City within an agreed upon schedule typically within two weeks of Hines EDM's receipt of the documents to be imaged.

Document Preparation:**City staff will prepare documents for imaging by:**

1. Removing staples, paper clips and/or bindings.
2. Taping torn pages.
3. Straightening all pages.
4. Inserting document separator sheets and filling out the necessary manual index field values.
5. Separating documents based upon document size.
6. Separating documents based upon image setting desired and marking the corresponding specifications on the document separator.

**Once received, Hines EDM will prepare each page to be scanned. Preparation may include, but is not limited to, the following:**

1. Remove any staples, paper clips and/or bindings that were missed by City staff.
2. Ensure pages are repaired and ready to process thru high speed scanners
4. Affix any pages smaller than half page to carrier sheet as required
5. Photocopy delicate or light documents if necessary to protect originals and to ensure quality is maintained or improved.
6. Unfold folded pages, ie: Legal or D size for scanning thru scanner.
7. Verify placement and accuracy of document separator sheets and targets / barcodes as needed.

Capture:

Paper based documents will be imaged and captured as PDF images at 200 dots per inch grey scale as a default unless mutually determined by the City and Hines EDM. City staff may select imaging of some documents at other settings, including higher resolution and color scale and other file formats. Optional imaging output formats, color scales, or resolutions will be specified on the page separator sheets provided by City staff. Existing microfilm (rolls and standard 4"x6" fiche) shall be converted to digital images in PDF images at 200 dots per inch grey scale as a default, unless alternate settings provide better resolution or quality as mutually determined by the City and Hines EDM.

Indexing:

All document files will be indexed by the following:

- Microfiche will be indexed by information found on the header of each fiche or as otherwise agreed to by the City and Hines EDM prior to the beginning of the project.
- Large Format plan sets will be indexed by project number as indicated on each plan set or as otherwise agreed to by the City and Hines EDM prior to the beginning of the project.

- Additional indexing values can be auto populated if related data is available in other data sources such as a permitting or project management database and provided to Hines EDM in electronic format prior to scanning.

### Output of scanned images:

1. Output batches will be provided on DVD with matching invoice and periodically a USB Drive (supplied by Hines EDM).will also be provided with all the batches scanned to date.
2. The output files will contain the image of the cover sheet containing all required index data for import into an EDM system
3. Hines EDM will provide to City a write-once DVD of each batch processed.

### Document Disposition:

1. Hines EDM will store original documents (paper-based and microfilm) in a safe, dry location until City provides written notification to destroy specific batches.
2. Storage fees will only apply to individual batches stored for more than a 90-day period.
3. Hines EDM shall dispose of source documents by shredding or per a mutually agreed manner.



### Quality Control:

Hines EDM, Inc. has established the following quality control procedures to ensure the following:

- Scanned images automatically receive an “eyes-on”, visual quality control review at least three times throughout the conversion and indexing process.
- Document index values are checked by two different technicians for verification purposes.
- Where possible, an “Auto Index” and/or database link from The City’s electronic data source, if available, will be deployed to further avoid human error. Captured data that is incomplete will be keyed in manually. All index data will be corroborated using the actual drawings before delivery to The City.

### Care and Safe Keeping and Availability of Source Documents:



Hines EDM, Inc. understands that security is one of the primary concerns for organizations considering outsourcing document conversion. Our facilities are protected against fire and theft through in-building fire suppression system, 24-hour monitored sophisticated alarm system, and exterior locked doors with code activated locks that remain locked even during business hours. Entry is only permitted by visitors when escorted by authorized personnel. Within our building, a locked room is dedicated to hold those portions of the records that are not scheduled for the days processing. Access is restricted

to the storage vault to protect the stored records that are waiting processing.

Supervisor will ensure that the documents are returned to the respective boxes and placed in the secure room after production. On completion of a batch, the scan operator will be provided with the next batch for scanning. At the end of each day, all the documents including the work-in-progress will be returned to its secure location. In addition, Hines EDM, Inc. will take the following precautions to ensure the safety of the source documents:

- Hines EDM, Inc. will make all efforts and will apply the best industry practices to limit the risk of the source documents being damaged during transfer
- The source documents will be stored in clean and secure premises
- For age sensitive documents, the scanning operators will wear clean white cotton gloves while handling source documents to avoid fingerprinting which might show up in the scanned image file
- Original source materials will not be left unattended or placed in an area where there could be unauthorized access
- Drinking, eating and substances like liquids, glue, ink, felt markers, tapes, etc. are not permitted in the work space or close proximity to the documents
- Clean and dry equipment surface will be maintained before being used with source documents. Cleaning and equipment maintenance activities may not take place when records are present in the scanning room

Should the City need access to any document while it is in the custody of Hines EDM, simply call or e-mail [DocRequest@HinesEDM.com](mailto:DocRequest@HinesEDM.com) and our Production manager will arrange to pull and scan the needed document/s and deliver them to the City via E-mail or our FTP site within 1 business day or less.

**E. Provide a detailed breakdown of the proposed fees and charges to perform the services specified in Exhibit A. A fee schedule showing the fees based upon typical document sizes, scanning resolution (150, 200, 300, 400, 500, 600 dpi), output type (two-tone, greyscale, color), and output file type (Group IV TIFF, JPEG, PDF). Include any fees and charges that should be considered as a result of Consultant's proposed additional or modified specifications.**

**See attached Pricing Schedule**

**F. Consultant should discuss the recommended output file types for this type of service and the reasons why.**

**The Secretary of State of California has set forth document imaging guidelines that can be viewed from the following link and Hines EDM complies with these recommendations.**

<http://www.sos.ca.gov/archives/local-gov-program/>

**These guidelines include recommended image output format and compression methods along with the following information, legal history and requirements.**

### **Local Government Records Program**

---

On September 7, 1999, Governor Gray Davis signed Senate Bill 742 (**Chapter 360, Statutes of 1999**), creating a new Local Government Records Program, to be administered by the California State Archives. This law went into effect on January 1, 2000.

The Local Government Records Program is a work in progress and the attached guidelines include inputs from many sources. The program is being built from ground up with very limited resources. We thank you for your patience as the California State Archives moves forward with this program and solicit your comments and suggestions.

**Local Government Records Management Guidelines** (pdf ~ 310 KB)

**Historical Records of County Government in California, revised 2004** (pdf ~ 2.55 MB)

For researchers interested in viewing local government records, please review the list of **county records** available either on microfilm or hardcopy at the California State Archives.

### **Standards for Preservation of Documents in Electronic Media**

On September 18, 2000, the Governor signed Senate Bill 2067 (**Chapter 569, Statutes of 2000**). This bill amended Government Code section 12168.7 and states "...the Secretary of State, in consultation with the Department of General Services, shall approve and adopt appropriate standards established by the American National Standards Institute or the Association for Information and Image Management." The purpose of the bill is to provide uniform statewide standards for storing permanent and nonpermanent documents in electronic media.

In response to that legislation, the "Trustworthy Electronic Document or Record Preservation" regulation became effective on August 8, 2012.

### **Trustworthy Electronic Document or Record Preservation**

The AIIM (Association for Information and Image Management) standards referenced in the regulation may be found at: **Analysis, Selection, and Implementation of Electronic Document Management Systems”**

Updates will be released periodically on this webpage. For questions concerning records management issues or concerning the management of historical records, contact **Laren Metzger**.

**The sections crucial to the City's concerns about image output files format along with associated compression methods are excerpted below:**

This information was referenced on the link to the above Secretary of State's Website:

An AIIM Recommended Practice Report prepared by the Association for Information and Image Management International

Approved  
June 5, 2009

## **RECOMMENDED PRACTICE (Excerpts)**

### **5.4.1.4 Image formats**

The organization should ensure that all information being scanned, or electronically received is stored in an industry accepted format such as **JPEG, JBIG, JPEG 2000, or PDF-A**. Non-standard or proprietary file formats should not be used. Caution should be exercised if using TIFF. While TIFF is commonly used, there are multiple problems associated with the ability of the application to use non-standard headers, or tags that 1) may not be documented and/or 2) the misuse of other basic headers, or tags. Additionally, TIFF images can be modified without user knowledge though numerous freely available editing tools. Image formats such as PDF-A are non-modifiable through the file format structure along with the use of "checksums" that should be stored in the document management system as an additional method of ensuring that the file has not been altered, modified, or deleted during the information lifecycle.

Non-standard or proprietary formats include any formats used by a single vendor/source and not accepted as a standard file format at either a national or international standards level. Proprietary file formats include but is not limited to:

- File formatting that utilizes "file-wrappers" to encapsulate standard file formats within a nonstandard structure,
- TIFF formats that are not fully documented by the vendor and independently verified by the organization to ensure proprietary information is not contained in any of the headers,
- Non-standard file formats not used by multiple vendors/integrators, etc.

It is important to note that the industry has found that using PDF-A as the output format for any hardcopy conversion to electronic format eliminates many of the commonly seen problems found with TIFF formatted information including: prevents alteration, incorporates the concept of checksums, all information is fully contained, and the PDF-A format is fully standardized and supported by almost every EDMS solution provider, including all the major document imaging solutions currently available (with the exception of smaller solutions that still rely on proprietary methods and concepts).

#### **5.4.2.4 Document image compression**

Image compression/decompression should support ITU Group 4, LZW, JPEG, JPEG 2000, JBIG, or other output format standards with no proprietary alterations of the algorithms. The selected compression technology should not include extraneous information unsupported by relevant industry standards. Users should be aware that when using proprietary file compression formats, the patent holder may require royalties and/or other fees to be paid on a periodic basis which are usually based on the total number of pages converted into that specific compression format. These licensing/royalty issues do not occur with non-proprietary formats.

There are various compression methodologies available. ISO TS 12033 is a guideline that provides information enabling users to select the appropriate compression technology which the vendor/integrator must support for different types of data. The different types of data may include scanned documents, line art, photographs, etc.

#### **G. Confirm your firm's ability to meet contract & insurance requirements, as specified in Exhibit B.**

A recent certification for one of our other clients is attached and one will be provided for the City of Concord prior to finalizing our contract.

#### **H. Describe why you want to be considered and provide any other information you feel necessary.**

Hines EDM, Inc. is a document management consulting and scanning firm in Roseville CA. We would like to be selected as your document imaging vendor because our mission is to

help local government agencies through-out Northern California to implement technology and operate more efficiently. We understand the myriad challenges faced by Cities and Counties in California who must deal with and manage large amounts of paper based and electronic information on a daily basis.

Our goal is to work side by side with city staff and use our extensive experience to help craft creative and cost effective solutions. This will enable staff easier access to information when needed and facilitate faster and more efficient services to their customers.

Hijnes EDM is in it for the long run. We develop and cultivate relationships with our clients. To us you are not just another customer number but friends as well. We see ourselves as partners in your success. Your satisfaction is guaranteed. We are not happy until you are!

We look forward to working with you!

Sincerely,

The Hines EDM, Inc. Team


**Express! Scanning  
Services**

 1380 Lead Hill Blvd. Suite 106  
 Roseville, CA 95661  
 Ph (916)784-8436 (877)436-8218

**SCANNING PRICE SHEET**

\*New lower prices effective January 1, 2014

 Note: Special Pricing is based on a total  
 minimum volume of \$50,000 per year

PAPER SCANNING		* Your Price
<b>Per Image Rate Pricing (Note: Pricing for 200dpi and 300dpi is the same)</b>		
B&W Bi-Tonal 200dpi TIFF Regular Sizes Up To 11" x 17"		0.040
B&W Bi-Tonal 200dpi TIFF Large Format Maps, Plans & Blueprints > 11"X17"		0.950
Greyscale 200dpi PDF with JPG Compression Regular Sizes Up To 11" x 17"		0.045
Greyscale 200 dpi PDF with JPG Compression Large Format Maps, Plans & Blueprints		0.950
Color 200dpi Regular Sizes Up To 11" x 17"		0.050
Color 200dpi Large Format Maps, Plans & Blueprints		2.250
<b>Flat Rate Box Pricing</b>		Price Per Box
Price per box flat rate: Covers standard size 15" banker boxes (with approximately 2,500 single sided B/W pages scanned at 200dpi) Flat rate pricing Includes all prep, scanning and indexing. Special pricing subject to pre-inspection and approval of boxes to be scanned.		195.000
<b>MICROFILM / MICROFICHE / APERTURE CARD SCANNING</b>		Price Per Image
<b>Microfilm Per Image Rate Pricing (avg of 2,400 images per roll)</b>		
16mm film to B/W TIFF at 200dpi or 300dpi		0.035
35mm film to B/W TIFF at 200dpi or 300dpi		0.050
16mm film to Greyscale PDF with JPG Compression at 200dpi or 300dpi		0.045
35mm film to Greyscale PDF with JPG Compression at 200dpi or 300dpi		0.060
<b>Microfiche Per Image Pricing for Microfiche (Min 15 16mm/4 35mm images ea fiche)</b>		
16mm fiche to B/W TIFF at 200dpi (Assumes minimum average of 12 images per fiche)		0.060
35mm fiche to B/W TIFF at 200dpi (Assumes minimum average of 5 images per fiche)		0.150
16mm fiche to Greyscale PDF with JPG Compression at 200dpi		0.070
35mm fiche to Greyscale PDF with JPG Compression at 200dpi		0.170
Mixed 16mm and 35mm per Fiche to B/W TIFF at 200dpi		0.150
Mixed 16mm and 35mm per Fiche to Greyscale PDF at 200dpi		0.180
<b>Flat Rate Per Fiche Pricing (Regardless of number of images per fiche)</b>		
Scanning 16mm or 35mm Microfiche to TIFF B/W, 200dpi (assumes all images on each fiche can be processed with same scan settings)		0.950
Scanning 16mm or 35mm Microfiche to grayscale TIFF, 200dpi (assumes all images on each fiche can be processed with same scan settings)		1.000
<b>Flat Rate Per Aperture Card Pricing</b>		
Scanning 35mm aperture cards to TIFF 200dpi		0.450
<b>DOCUMENT PREPARATION PER HOUR</b>		Price Per Hour
Document Preparation per hour, including removal of staples, paperclips & other bindings, document repair and reassembly if required		20.000
<b>INDEXING</b>		
Indexing Per Document / Record. This includes indexing of each document with up to 5 index fields with up to 10 characters per index field.		0.250
Indexing per keystroke for large volume data entry requirements		0.005
<b>MEDIA CREATION FOR CUSTOMER SYSTEM</b>		
Prepare scanned images for Import to your EDMS System (Per batch)		75.000
<b>DOCUMENT DESTRUCTION</b>		Price Per 100lbs
Certified Document Destruction (per 100 lbs)		35.000
<b>PICKUP AND DELIVERY</b>		
Secure pick-up and delivery of all originals to and from our processing facility in Roseville, CA		125.000

\* Actual price depends on total quantity, state of originals, and quality of output required

1380 Lead Hill Blvd., Ste 106  
Roseville, CA 95661  
Ph 916.784.8436  
Fax 916.784.9489  
[www.lrhines.com](http://www.lrhines.com)

January 17, 2014

## Lonnie Hines Bio

### Lonnie R. Hines – President Hines EDM, Inc.

Founded LR Hines Consulting in 1996 in order to expand and offer his experience and knowledge of electronic document management, records management and computer business systems to businesses and local government. Before founding his IT consulting firm, Mr. Hines was Director of Information Services for a bay area HVAC Distribution company that grew from \$30 Million to over \$100 Million in annual gross revenue during his tenure there.

Mr Hines with his team of professionals at LR Hines Consulting, Inc. implemented a variety of EDMS systems for over 100 local government and business clients in Northern California. Systems implemented included LaserFiche, ViewWise, SIRE Technologies with client systems ranging in cost from \$50,000 to over \$750,000. In 2011 Mr. Hines sold his SIRE Client base to SIRE Technologies and founded his current company Hines EDM, Inc.

Mr. Hines continued working directly with SIRE Technologies, now Hyland Software, as their Northern California ECM Sales and Business Consultant specializing in the local government sector. He also continued developing his document scanning and conversion business and currently has regular customers who depend on Hines EDM for scanning their ongoing projects. He also has several large scale back file conversion projects currently underway.

Recently Hines EDM signed an agreement with iDatix [www.idatix.com](http://www.idatix.com) to become their Northern California Reseller for their Next Generation ECM system called iSynergy. He is currently in talks with several prospective customers who are looking for a state of the art, easy to use, affordable yet powerful content management system.

**Maxwell McArthur**  
**1456 Impressionist Loop**  
**Roseville, CA 95747**  
**916-742-3504**

**Work Experience:**

**Hines EDM, Inc. (LR Hines Consulting, Inc.)** **2010-present**  
Production Manager

- Document scanning jobs supervision
- Government customers – Cities, Counties, Special Districts
- SIRE export and conversion for over 15 customers

**Soft File** **2005-2010**  
Production Manager

- Document scanning jobs supervision
- Government and Commercial customers
- Successfully managed multiple large projects including a (5,000,000 page) project with a swing shift team of 10-15 employees along with daily duties

**Databank (Imagemax)** **1993-2005**  
Image processor, Microfilm processor, Networking Assistant

- Converted 16 mm and 35mm film data into paper documents.
- Troubleshoot hardware and software failures.
- Install hardware and Software Applications and resolve compatibility issues
- Provided assistance to Networking manager.
- Maintain efficient function of local area network for all users

**Education:**

Heald Business College AA, Accounting Oct 1999- Oct 2001

- Studies and experience in business equipment and computerized systems.
- Examine, analyze, and interpret accounting data for the purpose of giving advice and preparing financial statements.
- Record receipts and disbursements and prepare state and federal reports.
- National Deans List, Heald Dean's List

**Maxwell McArthur  
1456 Impressionist Loop  
Roseville, CA 95747  
916-742-3504**

**Hines EDM, Inc. Production Manager**

**Summary**

Document Conversion and Computer professional with extensive experience in the Government and Commercial scanning industry.

**Skills:**

**Supervisory Skills**

- Supervision of Scanning Operators, Doc Prep, Indexing and Transportation
- Payroll, Time Scheduling, Workflow management and Job Costing
- Production Meetings
- Customer Service interface for production issues

**Document Conversion Skills**

- Supervision of Scanning Operators, Doc Prep, Indexing and Transportation
- Knowledge of ScanTrax 2.33, 3.1 and Retrieval Ability to use and maintain all scanning machines Output and format data onto CDs .
- Knowledge of SIRE Capture and other EDMS systems, including PSiGEN Capture
- Experience with NextScan Microfilm and Fiche scanner and NextStar software
- Experience with Contex Crystal Large format scanners and WideScan Software
- Able to set up and complete jobs for Kodak Archive Writer
- Familiar with Fujitsu, Canon, Kodak high speed document scanners

**Computer Skills**

- Microsoft Office with Word, Excel, . Power Point; Access, Outlook
- Quick Books 2000, Windows 95, 98, 2000.XP, Windows NT operations
- Install, configure, and update computer desktop operating systems
- Microsoft SQL and Access Database management
- Knowledge and experience in wiring and configuring Local Area Network
- Manage and optimize network servers and services

**SHARON E. HERAMIA**

Email: sharon.heramia@gmail.com

Cell: (916) 817-0279

**PROJECT COORDINATION | OPERATIONS | ACCOUNTING | HUMAN RESOURCES**

**A top performing project coordinator, operations, and accounting clerk with 5 years supervisory experience.** My entrepreneurial spirit, education, and strong work ethic have allowed me experience in overall office management with expertise in project coordination, accounting and payroll. Looking to utilize my background and education with a respected organization that rewards hard work and innovation.

**AREAS OF EXPERTISE**

- Project Coordinating
- Accounts Receivable/ Billing
- Payroll/ HR compliance
- Supervisory experience
- Operations implementation
- Customer service
- General Accounting
- Office Administration/AP
- Planning & Organizing

**Computer Skills:** MS Word, Excel, PowerPoint, Access, Outlook, QuickBooks, Timberline, Project Management, Mas90, ADP Payroll Platform, PayChex Platform, Ten-key by touch

**EDUCATION**

**University Of San Francisco** - Sacramento, CA Campus - College Of Professional Studies  
*Bachelor of Science, Business Information Systems, May 2005 (GPA 3.9 overall)*

**Heald Business College** - Rancho Cordova, CA  
*Associate Degree, Business Software Applications, December 2001 (GPA 4.0 overall)*

**EXPERIENCE****JS Contracting Services, Inc. – Rocklin, CA****September 2012 – November 2013****Project Coordinator – Hospitality Remodel Division**

- Managed 7 remodel (5-10 year refurbishments) ranging from 500k to 3.1 million from job walks, bid process, procurement, through project completion
- Maintained and monitored project budgets, schedules, change orders, and evaluated progress payments
- Conducted pre-construction meetings and coordinated the attendance of affected parties to ensure major and minor issues are addressed prior to construction
- Managed technical support to project owners with recommendations regarding methods of maintaining schedules, and budget
- Negotiated with contractors to resolve disputes regarding quality of work, construction costs, or deviation from schedule, and negotiated change order settlements
- Processed all final documents for project close-out and completion of punch-list items
- Prepared project specific O&M manuals, prepared submittals, collected compliance documents
- Maintained log on submittals, Requests for Information, and Potential Change Orders to verify timely owner and designer response

**SKIM X Enterprises – Roseville, CA**  
**Accounting / Payroll HR Specialist****May 2010 – October 2011**

- Reconciled and brought six entities current, creating financials for owner's previous businesses going back over 5 years
- Assisted CFO on park build out and operating budget and created projections on revenue generators, monthly, quarterly, and annually
- Processed payroll bi-week and maintained workers compensation reports and premium payments monthly
- Handled pre-hire paperwork, maintained employee files, reviewed and responded to EDD claims, & FTB notices
- Prepared and processed full-cycle Accounts Payable on a weekly basis
- Responsible for overall office management, implementing procedures, and administrative duties resulting in productive office workflow
- Performed monthly bank reconciliations

**Sharon E. Heramia – Page 2**

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**EXPERIENCE – CONTINUED****O1 Communications – Sacramento, CA  
A/P Analyst – Billing Specialist****May 2008 – July 2009**

- Analyzed and calculated agent commissions for Agent Channel monthly – Liaison with Agencies concerning commission, billing, and contract issues
  - Maintained and computed overall agent sales, pricing of contracts, sales promotions and trends.
  - Disbursed funds and corresponding reports monthly to all agents, maintaining by myself 90 agencies
- Prepared Weekly Disbursement schedules for check-run and processed 1099s
- Sought proper approval, coded, and entered invoices daily maintaining an updated accounting liability status
- Reviewed, set-up, and analyzed new contracts for system input and billing production.
- Computed Toll-Free Termination commission and Peer billing
- Handled special projects for billing manager such as minute usage reports and billing rate trends

**Borge Construction Inc. – Sacramento, CA  
Accounts Receivable/Payable Specialist****March 2005 – March 2008**

- Managed Accounting for large home building subdivisions including Centex, Beazer, Spanos Corp. and Lennar Corp
- Created and maintained detailed job tracking spreadsheets allowing for efficient end-of-the-month reconciliation of jobs and subcontractor payments
- Ensured completion and execution of signed contracts
- Produced billing invoices and lien releases
- Full-cycle weekly A/P, check runs and EFT disbursements, reconciled vendor statements
- Reviewed payment on liabilities identifying serious short-term solvency problems and preventing inflated amounts of accrued liabilities

**El Dorado Savings Bank – Sacramento, CA  
Branch Operations Supervisor****May 1999 – March 2005**

- Managed team of 5 bankers in sales and in providing effective customer service
- Provided team with sales tools and techniques to achieve their goals
- Increased customer satisfaction and decreased job turnover, good results
- Provided approvals and assistance with branch transactions in accordance with bank policy
- Resolved customer complaints by taking direct action whenever possible and followed up to ensure customer satisfaction
- Analyzed daily bank teller work highlighting problems requiring immediate attention and evaluated various branch reports ensuring proper execution of branch tasks
- New accounts representative: Sold all financial bank products, such as savings and loans exceeding quotas
- Balanced branch vault, cash drawer, and negotiable items daily



# CERTIFICATE OF LIABILITY INSURANCE

JTH  
R054

Exhibit A

DATE (MM/DD/YYYY)  
12/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> WELLS FARGO INS INC/PAC NEP 715725 P: F: PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
<b>INSURED</b> HINES EDM, INC. 1380 LEAD HILL BLVD STE 106 ROSEVILLE CA 95661	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Hartford Ins Co of the Midwest
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	41 WBG JL3563	03/31/2013	03/31/2014	X WC STATUTORY LIMITS	OTHERS
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (MAX Line Length is 79; Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Those usual to the Insured's Operations. Please refer to the cover page for additional Description of Operations information.

<b>CERTIFICATE HOLDER</b> SACRAMENTO MUNICIPAL UTILITY DISTRICT ATTENTION: Tasha Bullard PO BOX 15830 SACRAMENTO, CA 95852	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



HINEEDM-01

Exhibit A

JBANAAG

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walsh Carter & Associates Insurance Services, LLC 425 California Street, #400 San Francisco, CA 94104	CONTACT NAME:	
	PHONE (A/C, No, Ext): (415) 217-6200	FAX (A/C, No): (415) 217-6201
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hartford	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
  
HINES EDM, INC  
1380 LEAD HILL BLVD. SUITE 106  
Roseville, CA 95661

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Printing Services E&  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	57SBABB8150	1/12/2014	1/12/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 E AND O \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		57SBABB8150	1/12/2014	1/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*10 DAY CANCELLATION NOTICE MAY BE ISSUED TO THE NAME INSURED FOR NON PAYMENT OF PREMIUM

SMUD, its directors, officers, representatives, agents, employees, lessors and/or any other person or entity for which SMUD has agreed in writing that its contractors shall include as an additional insured (collectively hereinafter referred to as "The Parties") and any other insurance effected or procured by any or all of The Parties shall be excess of and shall not contribute with the required insurance.

**CERTIFICATE HOLDER****CANCELLATION**

SACRAMENTO MUNICIPAL UTILITY DISTRICT  
ATTENTION: Tasha Bullard  
P. O. BOX 15830,  
Sacramento, CA 95852

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*[Signature]*

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# CITY OF CONCORD

1380 Lead Hill Blvd., Ste 106  
 Roseville, CA 95661  
 Ph 916.784.8436  
 Fax 916.784.9489  
 www.lrhines.com

IMAGING SERVICES RFP - DATED JANUARY 6, 2014

Hines EDM, Inc. Bid Addendum, Clarification of Storage Costs

1/21/2014

Mr. Robert Woods,

As you requested here is our clarification of storage costs. These costs would only apply for storage of the City's scanned records if storage is required beyond 90 days after scanning by Hines EDM. Storage costs would be billed monthly per total unit count at end of each month based on box sizes / cubic feet defined as follows:

**Standard Box Sizes:** The three box sizes primarily used for storing standard documents are:

**Letter/Legal** boxes are about the same size of a copy paper box. These boxes are the most commonly used and hold standard letter size documents width-wise or legal documents length-wise. The dimensions of these boxes are usually 15 x 12 x 10 inches and contain approximately 1 cubic foot of storage space.

**Large Letter** boxes are for storing letter documents only, and are roughly 50% larger than a Letter/Legal box. The dimensions of these boxes are about 24 x 12 x 10 inches and contain 1.7 cubic feet.

**Large Legal** boxes are for storing primarily legal size documents and are about twice the size of a Letter/Legal box. These boxes measure 24 x 15 x 10 inches and contain 2.1 cubic feet.

**For Large format rolled plan sets** there are no standard size boxes designed specifically for plan storage. What we have found is that **U-Haul Moving and Storage** has boxes in sizes that are well suited for rolled plan sets. They hold a decent number of plans without being too awkward and heavy to handle easily.

**U-Haul Lamp** boxes are 40x12x12 inches and contain 3.5 cubic feet. These are the ideal size for most size plan sets. They are not too heavy when full and can be moved and handled by most anyone.

**U-Haul Sport Utility** boxes are 48x15x15 inches and contain 6.25 cubic feet. These can be a little bit cumbersome to handle when full, especially if the plan sets are rolled very tightly. Best handled with two people for safety or for loosely rolled or several smaller size plan sets.

Storage costs per cubic foot per month:	Cubic Foot	Cost per CF	Sample Qty	Sample Mo Cost	Sample Yr Cost
Letter/Legal Box	1.0	\$0.40	100	\$40.00	\$480.00
Large Letter Box	1.7	\$0.68	100	\$68.00	\$816.00
Large Legal Box	2.1	\$0.84	100	\$84.00	\$1,008.00
U-Haul Lamp Box	3.5	\$1.40	100	\$140.00	\$1,680.00
U-Haul Sport Utility Box	6.3	\$2.50	100	\$250.00	\$3,000.00

*L Per Lonnie, this is the cost per cubic foot. Column is a misnomer.*