

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into, effective as of the date set forth on the City’s signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”) and **US IMAGING, INC.**, a Michigan corporation, whose address is 400 S. Franklin Street, Saginaw, MI 48607 (“**Contractor**”), who shall be individually referred to herein as a “Party” and jointly as the “Parties”.

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

**1. WORK TO BE PERFORMED:**

**A. Services:** The Contractor shall diligently and professionally perform the services and produce all the deliverables regarding the digitization of the Denver Clerk and Recorder’s public records, as described in the scope of services and the schedule and rates attached hereto as **Exhibit A**, which exhibit is incorporated herein by this reference. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

**B. Oversight:** The Contractor shall conduct the work under the general direction of and in coordination with the Clerk and Recorder of the City and County of Denver (“**Clerk and Recorder**”) or other designated supervisory personnel (“**Clerk’s Representative**”), and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s work. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the Clerk’s Representative, shall become the property of the City. The Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

**2. TERM:** The term of the Agreement is from the May 15, 2017 until May 15, 2020, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended

and all of the tasks specified in **Exhibit A** have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“**Term**”). Subject to the Clerk’s Representative’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Clerk’s Representative.

**3. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A** shall in no event exceed the sum of **EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$800,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

**B. Payments:** Monthly payments shall be made to the Contractor in accordance with the progress of the work and the schedule and rates as set out in **Exhibit A**. Monthly invoices submitted by the Contractor to the Department must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses, and must be approved by the Clerk’s Representative in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City’s Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

**C. Subject to Appropriation; No Multiple Year Obligation:** It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**D. Amendment:** The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Contractor other than the work described in **Exhibit A**, and that any further phase of work performed by

Contractor beyond that specifically described or without an amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

**4. TERMINATION:**

**A. Termination for Convenience of the City:** The Clerk's Representative, upon giving thirty (30) calendar days written notice (unless a longer period is given) to the Contractor, may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the Clerk's Representative. Any unfinished portion of the work shall be faithfully and timely performed by the Contractor to the extent directed by the Clerk's Representative (in the Clerk's Representative's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement.

**B. Termination for Cause:** The City shall each have the right to terminate this Agreement, with cause, upon written notice. A termination shall be deemed "with cause" when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting Party within a reasonable time specified by the non-breaching or non-defaulting Party in a written notice to the breaching or defaulting Party. In addition, the City shall have the right to terminate this Agreement immediately for cause if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business. Nothing herein shall be construed as giving the Contractor the right to continue performing work under this Agreement beyond the time when the Clerk's Representative notifies the Contractor that the Contractor's work has become unsatisfactory to the Clerk's Representative and the Clerk's Representative is terminating the Agreement, except to the extent that the Clerk's Representative specifies certain work to be completed prior to terminating this Agreement.

**C. Compensation:** If this Agreement is terminated by the City for cause, the Contractor shall be compensated for all work satisfactorily completed and delivered to the City, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices already submitted and approved by the Clerk's Representative and (2) the cost of any work which the Clerk's Representative authorizes in writing which the Clerk's Representative

determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated by the City without cause or with cause, the Contractor shall be compensated for any reasonable costs the Contractor has actually incurred in performing authorized work hereunder prior to the date on which all work is terminated. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

**D. Product Delivery:** If this Agreement is terminated for any reason, the City shall take possession of all videos, materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method the City deems expedient. The Contractor shall deliver to the City all videos, drafts or other documents the Contractor has completed or partially completed under this Agreement. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE".

**5. RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action or inaction, including any payments to the Contractor, by the Contractor constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

**6. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**7. INSURANCE:**

**A. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado

and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**C. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor’s insurer(s) shall

include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

**G. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**H. Business Automobile Liability:** Contractor shall maintain Business Automobile

Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

**I. Additional Provisions:**

(A) For Commercial General Liability, the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(B) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(C) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**8. DEFENSE & INDEMNIFICATION:**

**A.** The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subconsultants or subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

**B.** The Contractor’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor’s duty to defend and indemnify the City shall

arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

C. The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

10. **PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

11. **EXAMINATION OF RECORDS:** The Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of



three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

**12. ASSIGNMENT & SUBCONTRACT:** Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the Clerk's Representative. Any assignment or subcontract approved by the Clerk's Representative may require new or extended insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the Clerk's Representative's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations hereunder without such prior written consent of the Clerk's Representative may, at the option of the Clerk's Representative, terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Clerk's Representative.

**13. NO THIRD PARTY BENEFICIARY:** The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**14. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be executed by the City, as required by Charter and ordinance.

**15. INTEGRATION & AMENDMENTS:** This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee

of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

**16. SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

**17. CONFLICT OF INTEREST:**

**A.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** The Contractor shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after the City has given the Contractor written notice which describes the conflict.

**18. NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By the Contractor to: Clerk and Recorder  
City and County of Denver  
201 West Colfax Avenue  
Denver, Colorado 80202

By the City to: US IMAGING, INC.  
400 S. Franklin Street,  
Saginaw, MI 48607

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

**19. DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code (“D.R.M.C.”), § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Clerk and Recorder.

**20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:**

**A. Governing Law:** This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

**B. Compliance with Law:** The Contractor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

**C. Venue:** Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

**21. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

**22. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use,

possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

**23. PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. City Information:** The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the City or third parties. The Contractor agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of the Contractor's obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent Contractor would to protect the Contractor's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents, provided to or made available to the Contractor by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the Clerk's Representative, the Contractor agrees that the Contractor shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Contractor's obligations under this Agreement. The Contractor further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Contractor any right or license to use such data or information except as provided in this Agreement.

The Contractor agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the proprietary data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Clerk's Representative; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

(2) **Employees and Subcontractors:** The Contractor shall inform the Contractor's employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** Notwithstanding any other provision of this Agreement, **the City is furnishing proprietary data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Contractor is hereby advised to verify the Contractor's work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.**

**B. Contractor's Information:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of the Contractor's proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert the Contractor's claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert the Contractor's claim of privilege against disclosure under this subsection including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**24. INTELLECTUAL PROPERTY RIGHTS:** The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such Materials to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created.

**25. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT.**

**A.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**B.** The Contractor certifies that:

**(1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so

terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

**26. LEGAL AUTHORITY:** The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

**27. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions have been prepared by a particular Party.

**28. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**29. SURVIVAL OF CERTAIN PROVISIONS:** The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**30. INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.



31. **TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

32. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

33. **CITY EXECUTION OF AGREEMENT:** This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

34. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: CLERK-201734175-00

Contractor Name: US Imaging Inc

By: Eric Nejedly

Name: Eric Nejedly  
(please print)

Title: National Accts Mgr.  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



# EXHIBIT A

## SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

### A.1 PURPOSE AND INTRODUCTION:

The Office of the Clerk and Recorder (OCR) is entering into this agreement with US Imaging to provide a turnkey service for the following services:

1. Digitization (scanning) of Real Estate and Marriage License Index Books
2. Digitization (scanning) of miscellaneous books and paper records
3. Create a record (name) level index from our Real Estate and Marriage License Index Books for years 1950 – 1975

US Imaging has demonstrated experience in all aspects of image capture, image enhancement, and indexing technologies and must demonstrate to the sole satisfaction of the OCR, that they can successfully deliver services of the type and scope.

It is estimated that scanning efforts will commence May 1, 2017 and continue through December 31, 2018, as determined by the needs of OCR. The commencement date may be adjusted based on OCR's business needs.

US Imaging has provided an alternate pricing methodology based on stages for the digitization and indexing of the inventory provided that the Office of the Clerk and Recorder will adopt.

### A.2 BACKGROUND:

The OCR has been working on digitizing and preserving records within the office for at least the past five (5) years by converting from paper to digital images. The next phase of the project is to (a) convert OCR's paper Grantor/Grantee Real Estate Index and Marriage Index books from 1859-1949 to digital scanned images and (b) to create a record level (name) index for years 1950 – 1976. There is also a small amount of miscellaneous index and paper documents that will need to be scanned.

The benefits include but are not limited to:

- Online availability of documents to the public
- Broader search capabilities and faster retrieval of information
- Backup for disaster/recovery purposes
- Long term preservation of the City's records
- Promote access to digital material, and
- Mitigate against further deterioration of physical historical assets

The goal of this project is to digitize OCR's historical records and to create a comprehensive index to promote greater and efficient search and retrieval of those historical records.

### A.3 PROJECT DESCRIPTION

#### Historical Grantor / Grantee Books

The historical Grantor and Grantee Index books are in various conditions, including good, fair or poor quality. The resulting digitized images must be of the highest quality possible. OCR also requires that these documents and books be returned to their original storage location and they must be returned in the same condition, without being cut, damaged or destroyed.

The Scope of Work serves as an overall framework as defined by OCR for the work to be completed by US Imaging. US Imaging understands that any future scanning efforts will be addressed with specific SOWs for the particular effort and will require an amendment to the contract resulting from the initial request for proposal and must have proper funding.

Any future projects, either by OCR or other City agencies that may choose to utilize this contract as a vehicle to perform future scanning needs, will have unique characteristics that may impact the cost structure of that scanning and/or indexing effort; and each project's requirements will be addressed when defining the SOW for those efforts. It is understood and agreed upon that any payment obligation of the City/OCR, whether direct or contingent, shall extend only to funds appropriated either by OCR or the agency requesting work under the resulting contract through a detailed SOW accompanied by the appropriate funding vehicle/ requisition.

#### **A.4 SCOPE OF SERVICES:**

The OCR will retrieve all original files, documents and/or other relevant materials for any given batch scan, and will inventory them prior to vendor pickup. US Imaging must confirm the materials in any given batch scan. The method of inventory tracking for each batch scan must be mutually agreeable between US Imaging and the authorized representative in OCR.

Below are the expectations for the various activities involved in the scanning and indexing of the inventory provided for costing in **Attachment A**. At a minimum, US Imaging will be required to perform the following for the image specifications:

- a. US imaging will inspect all books prior to scanning. As a standard, US Imaging has recommended on-site scanning of all books, eliminating the high probability of books being damaged in transit. Once on-site US Imaging will inspect all books prior to scanning. If pages are too fragile to handle, US Imaging will bring this to the Office of the Clerk and Recorder's attention and recommend a Book Restoration and Binding Company. If pages are fragile, but can be scanned US Imaging will handle them delicately. US Imaging scanners are equipped with slower scanning modes to ensure the page is kept intact. All costs associated with this work are included in the costs quoted.
- b. US Imaging will scan images with books intact to prevent cost of rebinding and recovering and to mitigate against any damage. Bound pages will not be cut and will remain in the binder and placed in a custom cradle, which holds the two pages (left and right) open, flat and level for capture. A glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages. US Imaging staff will manually extract each individual page and save it as a new single page image.
- c. Bound books will be scanned in color and saved in industry standard JPEG format with 85% quality compression.
- d. All JPEG images will be converted to 300 dpi single page black & white TIFF images with Group IV compression.
- e. Deskewed with solid black borders removed.

- f. Documents are numbered by in a predetermined format as mutually agreed upon by OCR and US Imaging and stored by the document number range or book number.
- g. All pages from the document will be included in the same multi-page TIFF. Data provided to OCR must be in a format and order as mutually agreed upon by OCR and US Imaging
- h. Data must be delivered to OCR in a hard drive.
- i. Pricing is at a per page/image cost for scanning. A detailed listing of services included in the pricing is included in the pricing on Attachment "A".
- j. For Grantor/Grantee and Marriage Book indexing, please note that US Imaging will be required to capture all index entries at the instrument (record) level for a fixed price per record. **Indexing is priced at a flat fee per record.** In this context, a record can be interpreted as a recorded document or a marriage license record. There may be multiple grantor and/or grantee entries per record on a real estate index book, whereas a marriage license record will have a single entry for Bride and separate entry for Groom.

US Imaging will be required to coordinate the image format and indexing structure (300 dpi) with OCR's land recording software vendor, County Fusion by Kofile Technologies, Inc., as all scanned images and indexing records will be imported into this program.

Upon the completion of Stage 1, a pilot will be delivered to the Denver County for review. The pilot will include a selection of images that will be cropped, inspected, indexed, enhanced and formatted for the Property Info Recording System. US Imaging will not proceed with Stage 2 until the County has approved the pilot. Upon pilot approval, US Imaging will process Stage 2. If the County elects to perform enhancements, approval would be required before Stage 3 is processed. Upon completion of Stage 3, the County would receive a USB Hard Drive containing formatted images and indexes for the entire project. The County would then coordinate with PropertyInfo for import of the project into their Recording System. US Imaging has completed approximately 50 projects for customers of PropertyInfo in the past.

### **Quality Control**

During capture, US Imaging's on-site staff will inspect 100% of the images to ensure that none of the pages are missing, overlapping, and cutoff or out of focus. If necessary, rescans are performed, at no charge, prior to the on-site team leaving the premise.

All Stage 1 JPEG and TIFF images are sent to the County with a copy of US Imaging's proprietary software, *ImageXpress*. The County can easily access the images while Stage 2 and 3 are being processed.

During the Stage 2 Image Inspection a Poor Quality Report is developed. Image inspection can be performed as a single or double inspection. The results of the report are presented to the Office of the Clerk and Recorder along with US Imaging's proprietary software, *ImageReview*, which allows the Office of the Clerk and Recorder to easily review and sort only the identified poor quality images for enhancement approval.

During Stage 3 all approved poor quality images are enhanced from the JPEG to produce the best quality image possible.

The OCR requires labels be applied to the shelving units to identify the location where books and boxes are to be returned after scanning in order to perform ad-hoc quality assurance checks after delivery.

### **Book Inspection**

US Imaging will perform a book inspection. If books or pages in mechanical binders require sorting or preparation, US Imaging has included all associated costs in their pricing. If pages are too fragile to handle, US Imaging must bring it to the OCR's attention and offer their recommendation. OCR will evaluate US Imaging's recommendation, and at its sole discretion, OCR will decide how to move forward or to remove the book from the project until restoration can be performed.

During the inspection process, each image will be visually inspected as a 12" W x 16"H image on dual 20" portrait monitors at full size. On the left monitor the inspector will see the original color JPEG and on the right monitor the inspector will see the grayscale TIFF image. The JPEG will be compared to the TIFF, particular attention is given to the party names, legal description, Book-Page number, Document number, time-date stamps and signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report and noted with the issue. Examples of issues that will be identified on the Poor Quality Image Report are: image too dark, image too light, blurry, white spots, black spots, poor original, missing page, etc.

A copy of the Poor Quality Image Report will be sent to the Office of the Clerk and Recorder with our propriety software, *ImageReview*. US Imaging created *ImageReview* to allow the Office of the Clerk and Recorder to quickly and efficiently review poor quality images that have been identified during the inspection process and approve poor quality images for Stage 3 enhancement. *ImageReview* lists all the images selected and their image quality issue. The software has the unique ability to retrieve the corresponding TIFF image within the software, allowing the Office of the Clerk and Recorder to check or uncheck the image for enhancement as they deem appropriate.

### **Book Handling**

All books will be removed from their shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two (2) pages (left & right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders and books will be put back onto shelves in order.

### **Book Scanning**

Books contain millions of colors. Bound books will be scanned two (2) pages (left & right) per image at 300 dpi in color and saved in industry standard JPEG format with 85% quality compression. Books with removable binders and pages under 12" must be scanned front & back simultaneously with 1 page per image and saved as color JPEG images. Photostat pages containing 256 shades of gray must be scanned in Grayscale to minimize JPEG file size. All JPEG images must be saved sequentially with an agreed upon, standardized nomenclature by the OCR and US Imaging.

### **JPEG to TIFF Conversion**

All JPEG images will be converted to 300 dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered as mutually agreed upon US Imaging and OCR and reviewed by Kofile Technologies, Inc., OCR's land recording software vendor.

Each TIFF image will be automatically deskewed and solid black borders will be removed for optimum file compression. Manual cropping can also be performed to provide a more accurate original page size, fewer bytes per image and better performance of the County Fusion system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.

### **USB Hard Drives**

All single-page JPEG images will be copied to two (2) sets of external USB Hard Drives. One set will be returned to the OCR's office for review and on-site backup. One set will be stored with US Imaging for conversion to TIFF and off-site backup. Both USB hard drives are included in the cost associated with the project and not billed individually upon usage. All external USB Hard Drives and their contents shall be the property of OCR.

US Imaging maintains images and indexes on our servers for 30 days' post project. US Imaging will also maintain a backup of all images on a USB Hard Drive. The USB Hard Drive is kept in US Imaging's secured, temperature controlled vault until the Office of the Clerk and Recorder requests the backups be sent to them or destroyed. If the County does not request destruction or receipt of the backups, they will remain in US Imaging's secured vault in perpetuity.

### **Pilot Images**

There should be a minimum of 1,000 images from each media type that will be cropped (if necessary), enhanced, grouped as documents, indexed by a mutually agreed upon format and saved as multi-page TIFFs that can be easily viewed by any imaging viewer for quality control. US Imaging will be required to provide access to the pilot images for review and quality assurance.

US Imaging must be able to export the images and indexes in the required format, verify and inspect all files and documents for processing, and address any questions or concerns prior to acceptance of the batch.

### **Inspection & Report Quality**

US Imaging has an inspection software program that will display the poor-quality images on a "poor quality" report that can be sorted and the reason they are flagged as poor quality. The inspection software will also be able to group images by the quality reason in order to minimize the OCR's staff time to inspect and display the image for each issue. It must also allow the City the option to deselect acceptable quality images from the poor-quality list and check or uncheck the image for enhancement that the Office of the Clerk and Record determines is not acceptable within the application.

Each image must be inspected visually at full size and checked for sequential order, missing pages, duplicate pages, "A" pages, retakes and image quality. Particular attention should be given to the party names, Book-Page #, Document #, time-date stamps and signatures during this process. If any part of the image is considered illegible, it will be added to the Poor-Quality Image Report. The poor quality issues that will be identified on the report are:

- image too dark
- image too light
- blurry
- white spots
- black spots
- dual polarity
- marginal notation
- cut off
- torn
- poor original
- out of order
- missing
- duplicate
- A page



- retake

US Imaging's enhancement software will adjust poor contrast of an entire page or specific area on a page of the poor image to provide the most legible image possible. In the event the software is not able to satisfy with the image quality, US Imaging may be requested to enhance the image from the JPEG back up or another available source. If US imaging is unable to enhance the originally scanned JPEG image, US Imaging will return on-site to perform rescans. This will allow us to capture individual pages at their unique requirements to obtain the best possible image.

US Imaging will provide double comparison of black and white TIFF images to color JPEG images by visually inspecting as a 12" W x 16"H image on dual 20" portrait monitors at full size and checked for sequential order, missing pages, duplicate pages, "A" pages, retakes and image quality. Particular attention is to be given to the party names, legal description, Book-Page number, Document number, time-date stamps and signatures during this process. If any part of the image is considered illegible it will be added to our Poor Quality Image Report. The issues will be reviewed with the County for image enhancement approval.

Single page images will be grouped together as documents and indexed by a mutually agreed upon format by the first page of each document in two (2) passes by two (2) separate operators. Indexing land records to create two (2) databases that can be compared electronically. US Imaging will ensure all necessary corrections are made for a final index file that is 100% accurate.

Depending on which services the OCR elects, the image can be reviewed up to eight times:

1. Stage 1 – Onsite Content Inspection (US Imaging)
2. Stage 1 – Image Identification (US Imaging)
3. Stage 1 – *ImageXpress* (County)
4. Stage 2 – Grouping/Indexing (US Imaging)
5. Stage 2 – Single Image Inspection (US Imaging - Optional)
6. Stage 2 – Double Image Inspection (US Imaging – Optional)
7. Stage 2 – *ImageReview* (County)
8. Stage 3 – Image Enhancement (US Imaging)

Some of the OCR's documents/books contain a white border. The OCR shall expect US Imaging to perform due diligence to ensure excess border removal on all images to reduce the bytes per image and provide better performance with the County Fusion software and improve the overall appearance of every image. In the event there are marginal notations, US Imaging must ensure that no data or marginal notations are removed from the image during this process.

US Imaging shall ensure that scanned images are captured as single images and stored in folders by a mutually agreed upon format. If Book-Page # or Document # and Page Quantity data is present in the computer index created, US Imaging will be responsible for grouping the pages together as documents and index them by Book-Page#, document # or both. After grouping and indexing, US Imaging will ensure that all images have been grouped together correctly. If any mismatches occur, US Imaging will be responsible for correcting the errors to ensure the images and the indexes are back in sync. The expectation is that the OCR will receive 100% accuracy as the images are grouped and indexed.

Each Grantor / Grantee Book must be indexed by Name, Year and Alpha Range (Ex: Grantor|1938|A-C) and by Page by its Alpha Tab range (where appropriate). It is required that all images will be indexed by the first letter in the surname. If there are increased indexing capabilities above and beyond the first letter, US Imaging shall

define how many letters can be indexed and their associated costs. In the event that there are entries on the pages that are handwritten and incomplete, the OCR will require US Imaging to provide a methodology for reporting the missing information to the OCR. In return, the OCR will make every attempt to retrieve the missing information and return it to US Imaging for incorporation into the incomplete record.

In the event that there are missing pages, the OCR will need a comprehensive report from US Imaging to determine if there is an opportunity to rectify the situation and provide any missing pages to US Imaging for incorporation into the incomplete images. In the event the OCR is unable to find the missing pages or replace unavailable pages, the incomplete image must include an "Unused Page #" inserted into the appropriate place within the total number of scanned images that aligns with the total number of recorded pages.

### **Inventory and Handling**

US Imaging utilizes Google Docs to share our Inventory Reports with appropriate users. Access can be provided to any email address the County provides to US Imaging. The live Inventory Report will be available for the life of the project. US Imaging updates the Inventory Report in real time throughout the life of the project.

Once the project is completed, the shared access of the report will be removed. Once the project is complete US Imaging will provide final Inventory Report the City Clerk as an excel spreadsheet.

All scanning will be performed on-site. Pages are scanned to PC's with 3 internal solid state hard drives, 1 drive contains the operating system and capture software, 2 drives mirror each other and store the images. US Imaging will connect the PC's to our own server via CAT 6 cable. The images are copied from the PC's to US Imaging's server, 100% of the images are visually inspected on the server and logged into our on-line production report. All PC's and server are password protected.

Completed images are copied from the production server to USB Hard Drives and shipped to the Office of the Clerk and Recorder with a UPS Tracking. Upon request, padlock USB Hard Drives can be used for an additional cost.

Note: There is a loading dock available at the OCR's facility; however, there is no free public off-street proximal parking.

US Imaging's facility has video cameras inside and outside of the production facility and they maintain 2 weeks of recorded activity. US Imaging's main entrance has 2 man traps each with video surveillance and a panic button to our alarm company and police department that is 4 blocks away. The entire facility has a sprinkler system with a direct link to the fire department that is only 3 blocks away.

Production PC's are password protected and do not have access to USB ports, DVD drives, printers or internet. US Imaging servers have solid state hard drives with RAID 10 redundancy that are protected behind a firewall as well as multilevel password and security access. Employees are not permitted to eat or drink at their work stations.

US Imaging will delete all images and indexes from our servers 30 days after the images have been delivered to the Office of the Clerk and Recorder. Additionally, US Imaging will disk wipe the server drives so that all of the data is overwritten with rubbish binary data multiple times.

US Imaging has proven that they have met the qualification for a minimum of five (5) years of experience scanning documents in any condition, creating accurate index records, perform appropriate quality assurance and control activities and provide appropriate project management and status reporting.

US Imaging will perform yearly background checks on all employees. All employees assigned to the task will be required to meet all clearance requirements of OCR as well as being bonded by their preferred insurance company for access to the City's facilities for after-hours work.

US Imaging will be required to coordinate the image format, naming conventions, and indexing schema with OCR's land recording software vendor, County Fusion by Kofile Technologies, Inc., in order to ensure that all scanned images and the associated indexing information can be uploaded successfully into the County Fusion application.

US Imaging estimates approximately 100GB of space for the final enhanced TIFF's. The Grantor/Grantee Indexes and Marriage records are approximately 54GB of this total. Depending on the quality of images this total could be 10-15% higher or lower than this estimate.

Attachment "A"  
Pricing



Phase 1.1: Estimated Investment to Scan Council Minutes

105 Books/Boxes	@	453 Pages Per Book/Box	=	47,600 Images
			=	47,600 Files
47,600 Images	/	47,600 Files	=	1.0 Pages/File
47,600 Images	@	15% Poor Quality Pages	=	7,140 Poor Quality
47,600 Images	@	0% Marginal Notations Pages	=	0 Notated
47,600 Images	@	2% Multiple Pages per Document	=	952 Multi-Docs
47,600 Images	@	2,500 Images Per Hour (Bound or over 12" x 12")	=	20 On-Site Hours
20 Hours	@	22 Hours Per Day with 24 Hour Access	=	1 On-Site Days
47,600 Images	@	400 Images Per Gigabyte for JPEG Format	=	119 GB for JPEG's
47,600 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	12 GB for TIFF's

Stage 1

47,600 Images	@	\$0.18 Per Image to Scan 300 dpi JPEG Image	=	\$8,568.00
47,600 Images	@	\$0.01 Per JPEG Image to Convert to TIFF	=	\$476.00
2 Drives	@	\$250.00 Per USB Drive, Copying & Backup	=	\$500.00 59%
1 Shipping	@	\$25.00 Per USB Hard Drive Shipment, UPS Ground	=	<u>\$25.00</u> \$9,569.00

Stage 2

47,600 Images	@	\$0.025 Per TIFF Image to Remove Excess Borders	=	\$1,190.00
47,600 Images	@	\$0.025 Per TIFF Image to Inspect & Report Quality	=	\$1,190.00
952 Images	@	\$0.01 Per TIFF Image to Duplicate Images	=	\$9.52
48,552 Images	@	\$0.025 Per TIFF Image to Group & in	=	\$1,213.80
0 Images	@	\$0.025 Per TIFF Image to Double Group, Index & Verify	=	\$0.00
1 Drive	@	\$250.00 Per USB Drive, Copying	=	\$250.00 24%
1 Shipping	@	\$25.000 Per USB Hard Drive Shipment, UPS Ground	=	<u>\$25.00</u> \$3,878.32

Stage 3

7,140 Poor Images	@	\$0.35 Per Image to Enhance & Replace Poor Quality	=	\$2,499.00
0 Images	@	\$0.025 Per TIFF Image to Reverse Marginal Notations	=	\$0.00
1 Drive	@	\$250.00 Per USB Drive, Copying	=	\$250.00 17%
1 Shipping	@	\$25.00 Per USB Hard Drive Shipment, UPS Ground	=	<u>\$25.00</u> \$2,774.00

**Total Investment = \$16,221.32 \$0.341**

Details

Should be a mix of books and paper  
Paper will require prep

Various page sizes

# US★ Imaging

## Phase 1.2: Estimated Investment to Scan Ordinance and Resolution Documents

115 Books	@	534 Pages Per Book	=	61,400 Images
			=	13,800 Tabs
61,400 Images	/	13,800 Tabs	=	4.4 Pages/Doc
61,400 Images	@	20% Poor Quality Pages	=	12,280 Poor Quality
61,400 Images	@	0% Marginal Notations Pages	=	0 Notated
61,400 Images	@	15% Multiple Pages per Document	=	9,210 Multi-Docs
61,400 Images	@	2,000 Images Per Hour (Bound or over 12" x 12")	=	31 On-Site Hours
31 Hours	@	22 Hours Per Day with 24 Hour Access	=	2 On-Site Days
61,400 Images	@	400 Images Per Gigabyte for JPEG Format	=	154 GB for JPEG's
61,400 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	16 GB for TIFF's

### Stage 1

61,400 Images	@	\$0.17 Per Image to Scan 300 dpi JPEG Image	=	\$10,438.00	55%
61,400 Images	@	\$0.01 Per JPEG Image to Convert to TIFF	=	<u>\$614.00</u>	\$11,052.00

### Stage 2

61,400 Images	@	\$0.025 Per TIFF Image to Remove Excess Borders	=	\$1,535.00	
61,400 Images	@	\$0.025 Per TIFF Image to Inspect & Report Quality	=	\$1,535.00	
9,210 Images	@	\$0.01 Per TIFF Image to Duplicate Images	=	\$92.10	
70,610 Images	@	\$0.025 Per TIFF Image to Group & Index Pages	=	\$1,765.25	24%
0 Images	@	\$0.025 Per TIFF Image to Double Group, Index & Verify	=	<u>\$0.00</u>	\$4,927.35

### Stage 3

12,280 Poor Images	@	\$0.35 Per TIFF Image to Enhance & Replace Poor Quality	=	\$4,298.00	21%
0 Images	@	\$0.025 Per TIFF Image to Reverse Marginal Notations	=	<u>\$0.00</u>	\$4,298.00

**Total Investment = \$20,277.35 \$0.330**

### Details

- Stated as Paper on the inventory, but pictures are of books. If most/all are books, price can be adjusted down.
- Paper will require prep
- Newspaper on paper is very delicate. Will have to hand scan all books of this nature.
- Did not see any duplication, but assuming there could be attachments to some pages.
- Ordinance Index Fields included:
  - o Document Type

- o Ordinance ID No. (YYYY####)
  - o Reception No. (YYYY#####)
  - o Approval Date (MM/DD/YYYY)
  - o Recorded Date (to be auto-populated by Property Info)
  - o Council Bill No. (CBYY-####)
  - o **Description** – *this is charged separately as part of Phase 2*
- Resolution Index Fields included:
- o Document Type
  - o Resolution ID No. (YYYY####)
  - o Reception No. (YYYY#####)
  - o Approval Date (MM/DD/YYYY)
  - o Recorded Date (to be auto-populated by Property Info)
  - o Resolution No. (YYYY####)
  - o **Description** – *this is charged separately as part of Phase 2*



**Phase 1.3: Estimated Investment to Scan Grantor / Grantee Indexes**

276 Books	@	1,000 Pages Per Book (1873-1948)	=	276,000 Images
15 Books	@	800 Pages Per Book (1949-1952)	=	12,000 Images
11 Books	@	400 Pages Per Book (1859-1972)	=	4,400 Images
			=	36,240 Tabs
292,400 Images	/	36,240 Tabs	=	8.1 Pages/Doc
292,400 Images	@	15% Poor Quality Pages	=	43,860 Poor Quality
292,400 Images	@	0% Marginal Notations Pages	=	0 Notated
292,400 Images	@	0% Multiple Pages per Document	=	0 Multi-Docs
292,400 Images	@	1,000 Images Per Hour	=	293 On-Site Hours
293 Hours	@	22 Hours Per Day with 24 Hour Access	=	14 On-Site Days
292,400 Images	@	400 Images Per Gigabyte for JPEG Format	=	731 GB for JPEG's
292,400 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	74 GB for TIFF's

**Stage 1**

280,400 Images	@	\$0.19 Per Image to Scan 300 dpi JPEG Image	=	\$53,276.00
12,000 Images	@	\$0.07 Per Image to Scan 300 dpi JPEG Image	=	\$840.00      62%
292,400 Images	@	\$0.01 Per JPEG Image to Convert to TIFF	=	<u>\$2,924.00</u> \$57,040.00

**Stage 2**

292,400 Images	@	\$0.025 Per TIFF Image to Remove Excess Borders	=	\$7,310.00
292,400 Images	@	\$0.025 Per TIFF Image to Inspect & Report Quality	=	\$7,310.00
0 Images	@	\$0.01 Per TIFF Image to Duplicate Images	=	\$0.00
292,400 Images	@	\$0.015 Per TIFF Image to Group & Index Pages	=	\$4,386.00      21%
0 Images	@	\$0.005 Per TIFF Image to Double Group, Index & Verify	=	<u>\$0.00</u> \$19,006.00

**Stage 3**

43,860 Poor Images	@	\$0.35 Per Image to Enhance & Replace Poor Quality	=	\$15,351.00      17%
0 Images	@	\$0.025 Per TIFF Image to Reverse Marginal Notations	=	<u>\$0.00</u> \$15,351.00

**Total Investment = \$91,397.00      \$0.313**

## Details

- Bound Books (1873-1948)
  - o Handwritten Index Books
  - o 12" X 18" page size
  - o Folio Pages (information for entries spans both left and right pages) – will be left folio
  - o Tab indexed to the second Letter (e.g. Aa, Ab, etc.), so we will index to the second letter
- Mechanical Books (can be removed from Binding)
  - o Combination of Typed and Handwritten Index Books
  - o 16" X 13.5" page size
  - o Tab indexed to the second Letter (e.g. Aa, Ab, etc.), so we will index to second letter
  - o NO Page Numbers on most pages

# US★ Imaging

## Phase 1.4: Estimated Investment to Scan Mechanics and Tax Lien Indexes

14 Books	@	250 Pages Per Book	=	3500 Images
			=	1,680 Tabs
3,500 Images	/	1,680 Tabs	=	2.1 Pages/Doc
3,500 Images	@	10% Poor Quality Pages	=	350 Poor Quality
3,500 Images	@	0% Marginal Notations Pages	=	0 Notated
3,500 Images	@	0% Multiple Pages per Document	=	0 Multi-Docs
3,500 Images	@	1,000 Images Per Hour	=	4 On-Site Hours
4 Hours	@	22 Hours Per Day with 24 Hour Access	=	1 On-Site Days
3,500 Images	@	400 Images Per Gigabyte for JPEG Format	=	9 GB for JPEG's
3,500 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	1 GB for TIFF's

### Stage 1

3,500 Images	@	\$0.12 Per Image to Scan 300 dpi JPEG Image	=	\$420.00	54%
3,500 Images	@	\$0.01 Per JPEG Image to Convert to TIFF	=	<u>\$35.00</u>	\$455.00

### Stage 2

3,500 Images	@	\$0.025 Per TIFF Image to Remove Excess Borders	=	\$87.50	
3,500 Images	@	\$0.025 Per TIFF Image to Inspect & Report Quality	=	\$87.50	
0 Images	@	\$0.01 Per TIFF Image to Duplicate Images	=	\$0.00	
3,500 Images	@	\$0.025 Per TIFF Image to Group & Index Pages	=	\$87.50	31%
0 Images	@	\$0.025 Per TIFF Image to Double Group, Index & Verify	=	<u>\$0.00</u>	\$262.50

### Stage 3

350 Poor Images	@	\$0.35 Per TIFF Image to Enhance & Replace Poor Quality	=	\$122.50	15%
0 Images	@	\$0.025 Per TIFF Image to Reverse Marginal Notations	=	<u>\$0.00</u>	\$122.50

**Total Investment = \$840.00 \$0.240**

## Details

- There are both Bound Books and Mechanical Books.

# US★Imaging

## Phase 1.5: Estimated Investment to Scan Miscellaneous Indexes

8 Books	@	406 Pages Per Book	=	3250 Images
			=	960 Tabs
3,250 Images	/	960 Tabs	=	3.4 Pages/Doc
3,250 Images	@	10% Poor Quality Pages	=	325 Poor Quality
3,250 Images	@	0% Marginal Notations Pages	=	0 Notated
3,250 Images	@	0% Multiple Pages per Document	=	0 Multi-Docs
3,250 Images	@	1,000 Images Per Hour (Bound or over 12" x 12")	=	4 On-Site Hours
4 Hours	@	22 Hours Per Day with 24 Hour Access	=	1 On-Site Days
3,250 Images	@	400 Images Per Gigabyte for JPEG Format	=	9 GB for JPEG's
3,250 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	1 GB for TIFF's

### Stage 1

3,250 Images	@	\$0.15 Per Image to Scan 300 dpi JPEG Image	=	\$487.50	59%
3,250 Images	@	\$0.01 Per JPEG Image to Convert to TIFF	=	<u>\$32.50</u>	\$520.00

### Stage 2

3,250 Images	@	\$0.025 Per TIFF Image to Remove Excess Borders	=	\$81.25	
3,250 Images	@	\$0.025 Per TIFF Image to Inspect & Report Quality	=	\$81.25	
0 Images	@	\$0.01 Per TIFF Image to Duplicate Images	=	\$0.00	
3,250 Images	@	\$0.025 Per TIFF Image to Group & Index Pages	=	\$81.25	28%
0 Images	@	\$0.025 Per TIFF Image to Double Group, Index & Verify	=	<u>\$0.00</u>	\$243.75

### Stage 3

325 Poor Images	@	\$0.35 Per TIFF Image to Enhance & Replace Poor Quality	=	\$113.75	13%
0 Images	@	\$0.025 Per TIFF Image to Reverse Marginal Notations	=	<u>\$0.00</u>	\$113.75

**Total Investment = \$877.50 \$0.270**

### Details

- Reception Books are Mechanical
  - o Could be indexed by date or reception # range on page



# US★ Imaging

## Phase 1.6: Estimated Investment to Scan Plat Maps

### Plats

5,600 Plats	@	1 Sheet Each (24"x36")	=	5,600 Images
376 Plats	@	1 Sheet Each (24"x36")	=	376 Images
2 Plat Books	@	350 Sheet Each (24"x36")	=	700 Images
6,676 Plats	@	20% Poor Quality Images	=	1,335 Poor Quality
6,676 Pages	@	60 Pages Per Hour	=	112 On-Site Hours
112 Hours	@	22 Hours Per Day with 24 Hour Access	=	6 On-Site Day
6,676 Images	@	400 Images Per Gigabyte for JPEG Images	=	17 GB for JPEG's
6,676 Images	@	4,000 Images Per Gigabyte for TIFF Images	=	2 GB for TIFF's

### Stage 1

		Prepare rolled Plats	=	\$750.00	
5,600 Images	@	\$2.00 Per Image to Scan at 300 dpi JPEG	=	\$11,200.00	
376 Images	@	\$2.50 Per Image to Scan at 300 dpi JPEG	=	\$940.00	
700 Images	@	\$1.50 Per Image to Scan at 300 dpi JPEG	=	\$1,050.00	93%
6,676 Images	@	\$0.01 Per JPEG to Convert to TIFF	=	<u>\$66.76</u>	\$14,006.76

### Stage 2

6,676 Images	@	\$0.025 Per TIFF Image to Remove Excess Borders	=	\$166.90	
6,676 Images	@	\$0.025 Per TIFF Image to Inspect & Report Quality	=	\$166.90	4%
6,676 Images	@	\$0.05 Per TIFF Image to Group & Index by Document #	=	<u>\$333.80</u>	\$667.60

### Stage 3

1,335 Poor Images	@	\$0.35 Per TIFF Image to Enhance & Replace Poor Quality	=	<u>\$467.32</u>	3% \$467.32
-------------------	---	---	---	-----------------	----------------

**Total Investment = \$15,141.68 \$2.268**

### Details

- Plat book has smaller maps
- The 5600 hanging plats are in sleeves.
  - o Most often the ink from the map will attach to the sleeve itself
  - o When this is true we will have to scan through the sleeve to capture all information
  - o This will result in a higher number of poor quality images that will require enhancement
- The Tubed plats will need to be rolled out flat for a time before scanning.



**Phase 1.7: Estimated Investment to Scan Public Trustee Documents**

63 Books	@	496 Pages Per Book	=	31250 Images	
157 Books	@	500 Pages Per Brown Book	=	78500 Images	
134 Books	@	500 Pages Per Blue Book	=	67000 Images	
			=	70,700 Documents	
176,750 Images	/	70,700 Documents	=	2.5 Pages/Doc	
176,750 Images	@	15% Poor Quality Pages	=	26,513 Poor Quality	
176,750 Images	@	0% Marginal Notations Pages	=	0 Notated	
176,750 Images	@	45% Pages with Attachments	=	79,538 Attachments	
176,750 Images	@	500 Images Per Hour (Bound or over 12" x 12")	=	354 On-Site Hours	
354 Hours	@	22 Hours Per Day with 24 Hour Access	=	17 On-Site Days	
176,750 Images	@	400 Images Per Gigabyte for JPEG Format	=	442 GB for JPEG's	
176,750 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	45 GB for TIFF's	

**Stage 1**

31,250 Images	@	\$0.10 Per Image to Scan 300 dpi JPEG Image	=	\$3,125.00	
78,500 Images	@	\$0.20 Per Image to Scan 300 dpi JPEG Image	=	\$15,700.00	
67,000 Images	@	\$0.18 Per Image to Scan 300 dpi JPEG Image	=	\$12,060.00	55%
176,750 Images	@	\$0.01 Per JPEG Image to Convert to TIFF	=	<u>\$1,767.50</u>	\$32,652.50

**Stage 2**

176,750 Images	@	\$0.025 Per TIFF Image to Remove Excess Borders	=	\$4,418.75	
176,750 Images	@	\$0.025 Per TIFF Image to Inspect & Report Quality	=	\$4,418.75	
79,538 Images	@	\$0.025 In additional Attachments	=	\$1,988.44	
256,288 Images	@	\$0.025 Per TIFF Image to Group & Index Pages	=	\$6,407.19	29%
0 Images	@	\$0.025 Per TIFF Image to Double Group, Index & Verify	=	<u>\$0.00</u>	\$17,233.13

**Stage 3**

26,513 Poor Images	@	\$0.35 Per TIFF Image to Enhance & Replace Poor Quality	=	\$9,279.38	16%
0 Images	@	\$0.025 Per TIFF Image to Reverse Marginal Notations	=	<u>\$0.00</u>	\$9,279.38

**Total Investment = \$59,165.00 \$0.335**

**Details**

- The Brown books are delicate and oversized.
  - o They are in AACO binders and will have to be returned to them
  - o All pages will be scanned one by one
- The Blue Books have attachments throughout
  - o We expect to capture original pages and attachments
  - o Price per page is based on assumption that we will charge on original scan amount, not total pages after attachments are scanned. If we get to charge on total images scanned, price per page would decrease.
- There is a lot of potential for a decrease in price in this category with a complete inventory



**Phase 1.8: Estimated Investment to Scan Marriage Books**

57 Books	@	400 Books M-1 thru M-57 (Photostat Cert. Pages)	=	22800 Images
48 Books	@	500 Books 1600A thru 5550 (Bound, 4 Certs per Page)	=	24000 Images
2 Books	@	250 Index Books (Photostat Cert. Pages)	=	500 Images
			=	47,300 Images
			=	142,600 Est. Docs
47,300 Images	/	142,600 Documents	=	0.3 Pages/Doc

47,300 Images	@	20% Poor Quality Pages	=	9,460 Poor Quality
47,300 Images	@	5% Dual Polarity	=	2,365 Dual Polarity
47,300 Images	@	201% Multiple Pages per Document	=	95,300 Multi-Docs
47,300 Images	@	2,000 Images Per Hour	=	24 On-Site Hours
24 Hours	@	22 Hours Per Day with 24 Hour Access	=	2 On-Site Days
47,300 Images	@	400 Images Per Gigabyte for JPEG Format	=	119 GB for JPEG's
47,300 Images	@	4,000 Images Per Gigabyte for TIFF Format	=	12 GB for TIFF's

**Stage 1**

22,800 Images	@	\$0.06 Per Image to Scan 300 dpi JPEG Image	=	\$1,368.00
24,000 Images	@	\$0.18 Per Image to Scan 300 dpi JPEG Image	=	\$4,320.00
500 Images	@	\$0.06 Per Image to Scan 300 dpi JPEG Image	=	\$30.00      38%
47,300 Images	@	\$0.01 Per JPEG Image to Convert to TIFF	=	<u>\$473.00</u> \$6,191.00

**Stage 2**

47,300 Images	@	\$0.025 Per TIFF Image to Remove Excess Borders	=	\$1,182.50
47,300 Images	@	\$0.025 Per TIFF Image to Inspect & Report Quality	=	\$1,182.50
95,300 Images	@	\$0.01 Per TIFF Image to Duplicate Images	=	\$953.00
142,600 Images	@	\$0.025 Per TIFF Image to Manually Group & Index	=	\$3,565.00      42%
0 Images	@	\$0.025 Per TIFF Image to Double Group, Index & Verify	=	<u>\$0.00</u> \$6,883.00

**Stage 3**

9,460 Images	@	\$0.35 Per TIFF Image to Enhance & Replace Poor Quality	=	\$3,311.00      20%
2,365 Images	@	\$0.025 Per TIFF Image to Reverse Dual Polarity / Notations	=	<u>\$59.13</u> \$3,370.13

**Total Investment = \$16,444.13      \$0.348**

**Details**

- Books have multiple Certificates per page
  - o Prices as if we will duplicate pages for each Certificate (e.g.- if there are 4 Certs on a page, we will duplicate the page 3 times to make 4 different pages)
  - o Because of layout of index pages, it may be best to not duplicate the pages; that could lower price per page by about \$0.10/page.



Phase 1.9: Estimated Investment to Scan Treasury Index Books & Veterans Book

5 Books	@	420 Pages Per Treasury Book	=	2100 Images	
1 Book	@	910 Pages Per War Veterans Book	=	910 Images	
			=	600 Tabs	
3,010 Images	/	600 Tabs	=	5.0 Pages/Doc	
3,010 Images	@	10% Poor Quality Pages	=	301 Poor Quality	
3,010 Images	@	0% Marginal Notations Pages	=	0 Notated	
3,010 Images	@	0% Multiple Pages per Document	=	0 Multi-Docs	
3,010 Images	@	3,000 Images Per Hour (Bound or over 12" x 12")	=	2 On-Site Hours	
2 Hours	@	22 Hours Per Day with 24 Hour Access	=	1 On-Site Days	
3,010 Images	@	1,000 Images Per Gigabyte for JPEG Format	=	4 GB for JPEG's	
3,010 Images	@	10,000 Images Per Gigabyte for TIFF Format	=	1 GB for TIFF's	

Stage 1

2,100 Images	@	\$0.15 Per Image to Scan 300 dpi JPEG Image	=	\$315.00	
910 Images	@	\$0.18 Per Image to Scan 300 dpi JPEG Image	=	\$163.80	61%
3,010 Images	@	\$0.01 Per JPEG Image to Convert to TIFF	=	<u>\$30.10</u>	\$508.90

Stage 2

3,010 Images	@	\$0.025 Per TIFF Image to Remove Excess Borders	=	\$75.25	
3,010 Images	@	\$0.025 Per TIFF Image to Inspect & Report Quality	=	\$75.25	
0 Images	@	\$0.01 Per TIFF Image to Duplicate Images	=	\$0.00	
3,010 Images	@	\$0.025 Per TIFF Image to Group & Index Pages	=	\$75.25	27%
0 Images	@	\$0.025 Per TIFF Image to Double Group, Index & Verify	=	<u>\$0.00</u>	\$225.75

Stage 3

301 Poor Images	@	\$0.35 Per TIFF Image to Enhance & Replace Poor Quality	=	\$105.35	13%
0 Images	@	\$0.025 Per TIFF Image to Reverse Marginal Notations	=	<u>\$0.00</u>	\$105.35

**Total Investment = \$840.00 \$0.279**

Details

- Veterans Book is Oversized



### Phase 1.10: Estimated Investment to Scan Marriage and Discharge Film

101 Books	@	600 Pages per Marriage Book	=	60,600 Images	
23 Books	@	500 Pages per Military Discharge Book	=	11,500 Images	
72,100 Images	@	2,500 Images Per Roll	=	29 Rolls	
72,100 Images	@	15% Poor Quality Images	=	10,815 Poor Images	
72,100 Images	@	400 Images per Gigabyte for JPEG Format	=	181 GB for JPEG's	
72,100 Images	@	4,000 Images per Gigabyte for TIFF Format	=	19 GB for TIFF's	

#### Stage 1

1 Case	@	\$150.00 Per Locked Waterproof Case for Roundtrip Shipping	=	\$150.00	
29 Rolls	@	\$2.50 Per Roll to Inspect/Clean/Repair Splices	=	\$72.50	
72,100 Images	@	\$0.01 Per Image to Scan 300 dpi JPEG Image	=	\$721.00	7%
72,100 Images	@	\$0.005 Per JPEG Image to Convert to TIFF	=	<u>\$360.50</u>	\$1,304.00

#### Stage 2

72,100 Images	@	\$0.025 Per TIFF Image to Remove Excess Borders	=	\$1,802.50	
72,100 Images	@	\$0.025 Per TIFF Image to Inspect & Report Quality	=	\$1,802.50	
72,100 Images	@	\$0.025 Per TIFF Image to Manually Group & Index	=	\$1,802.50	51%
0 Images	@	\$0.025 Per TIFF Image to Double Group, Index & Verify	=	<u>\$0.00</u>	\$5,407.50

#### Stage 3

10,815 Images	@	\$0.35 Per Image to Enhance Poor Quality	=	\$3,785.25	37%
1 Case	@	\$150.00 Per Locked Waterproof Case for Roundtrip Shipping	=	<u>\$150.00</u>	\$3,935.25

**Total Investment** = **\$10,646.75** **\$0.148**

#### Details

- It is assumed all film is 16mm
- It is assumed there is only one Certificate per page
- Film can be scanned on-site at the same time as the other media or shipped to our facility in Saginaw, MI.

**Phase 1 Pricing Summary**

Travel & On-Site Scan with 24 Hour Access =	\$ 40,200.00
Phase 1.1: Council Minutes =	\$ 16,221.32
Phase 1.2: Ordinance and Resolution Documents =	\$ 20,277.35
Phase 1.3: Grantor/Grantee Indexes =	\$ 91,397.00
Phase 1.4: Mechanics and Tax Lien Indexes =	\$ 840.00
Phase 1.5: Miscellaneous Indexes =	\$ 877.50
Phase 1.6: Plat Maps =	\$ 15,141.68
Phase 1.7: Public Trustee Documents =	\$ 59,165.00
Phase 1.8: Marriage Books =	\$ 16,444.13
Phase 1.9: Treasury Index & Veterans Books =	\$ 840.00
Phase 1.10: Marriage & Discharge Film (Off-Site) =	<u>\$ 10,646.75</u>



**Total Estimated Investment = \$272,050.73**



**Phase 2: Estimated Investment to Index Records from Index Pages provided**

PHASE 2 - INDEXING** from Documents	Qty	Pages Per Book	Total Documents	Cost Per Document	Total Cost for Series			
GRANTOR / GRANTEE INDEX FROM DOCUMENTS (HANDWRITTEN)			110,400	\$ 0.27	\$29,808	1949	1952	1949 - 1952
GRANTOR / GRANTEE INDEX FROM DOCUMENTS (HANDWRITTEN)			115,200	\$ 0.27	\$31,104	1952	1953	1952 - 1953
GRANTOR / GRANTEE INDEX FROM DOCUMENTS (TYPED)			1,727,341	\$ 0.19	\$328,195	1954	1975	1954 - 1975
MARRIAGE RECORDS (HANDWRITTEN)			93,280	\$ 0.27	\$25,186	1950	1975	1950 - 1975
MARRIAGE RECORDS (TYPED)			110,240	\$ 0.18	\$19,843	1950	1975	1950 - 1975
ORDINANCE DOCS (HANDWRITTEN)	17653		4,012	\$ 0.190	\$762			
ORDINANCE DOCS (COMPUTER PRINTOUT)	52958		12,036	\$ 0.150	\$1,805			
	-		<b>2,156,461</b>		<b>\$436,703</b>			

**Details**

- Real Estate fields included:
  - o **All** Grantor(s) and Grantee(s) listed on index pages for each document.
  - o Reception No. (when available)
  - o Book & Page (when available)
- Marriage Fields included:
  - o Bride & Groom
  - o Certificate Number or Book & Page (whichever is given on the index page)
- Ordinance Fields included in **Phase 2**:
  - o Description
- Resolution Fields included in **Phase 2**:
  - o Description

Attachment “B”  
Vendor Expected Process & Deliverables



## B.6 VENDOR PROCESS

We have developed a unique 3 Stage process for Land Records that starts with on-site scanning. 99% of the scanning vendors in the US perform off-site scanning by transporting media from the County to their facility, scan it and store it until the project is complete, then return the media to the County. US Imaging captures 100% of County's media on-site to completely eliminate the risk of loss and allow constituents access as needed. The 3 Stage process exists so that we can put the emphasis on archiving first, which is the first goal in historical imaging. Rather than multiple shipments and deliveries that will take the time of your staff and ours, we are on-site for one period, capturing all media. This means that we will have digital backups of all media within a few weeks of the project start, not months or years later as the standard process allows.

What this means in relation to a performance report card is that is also should be process driven.

- Stage 1 - We will have a raw scan for each and every image scanned. We will inspect all images on-site and at our office. It is recommended the County view the images as well, to assure both parties that all doc types were indeed scanned.
- Pilot – There will be a small pilot of finished images of each media type for the County to review for Quality and index accuracy.
- Stage 2 – We will provide a Poor Quality report for the County to review. This is a list of all images that US Imaging deemed to be of Poor Quality. At this time the County can review the images to see if quality standards are being met. It is also at this point US Imaging will have identified any missing pages that may require a physical scan or rescan.
- Stage 3 – These are the final images that will be formatted for upload in the County's system. The County can expect these images to be the best quality image possible at this point. The County can spot check a small percentage of these to ensure their accuracy.

US Imaging takes every step to ensure quality and accuracy. We believe we create the highest quality of any vendor in arena today, and to prove it we **guarantee all images and indexes forever**. This means we will correct any error or poor quality image you may find in forever.

### Additional Technical Information

US Imaging, Inc. is pleased to present this description of our process to scan Various Index Books and miscellaneous paper files for Denver County. Our team will provide Denver County with an unparalleled combination of county expertise, proven processes and state of the art technology to provide the highest quality images and indexes possible. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service for the following reasons:

- **Experience** – We have been in the imaging business for 40 years and have successfully served over 600 Counties nationwide. We are the only scanning vendor in America that exclusively serves Counties.
- **3 Stage Process** – Our unique 3 stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: On-Site Scanning** – County Records are irreplaceable and extremely valuable; therefore we scan all media on-site. If space is not available 24/7 inside the County facility, we have 2 custom built scanning trailers that allow us to scan safely and securely on County property.
- **State of the Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We are constantly upgrading and currently operate the very latest scanners for Bound books, Photostat books, Rollfilm, Cards, Aperture Cards and Drawings.
- **Grayscale & Bi-Tonal Images** – US Imaging scans all media at 300dpi and provides images in both Grayscale JPEG and Black and White TIFF formats. JPEG images will provide an exact digital backup of all the data within the pages. TIFF images will provide a small file size and superior performance within the imaging system.
- **Automatic Deskew & Cropping** – 100% of the TIFF images are automatically deskewed and solid black borders removed for optimum file compression, increased system performance and dramatic toner reduction.
- **ImageXpress** – A software utility that allows Counties to easily access images by book-page number, document number, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Double Inspect, Group, Index & Verify** – 100% of the images are inspected for legibility, grouped together as documents and indexed by two separate operators and compared electronically, any mismatches are inspected by a third operator and corrected for 100% accuracy.



# US★Imaging

- **Poor Quality Reporting** – 100% of the images are inspected two times as 12" x 16" images on 20" portrait monitors for legibility. We will provide a detailed report of Book-Page number or Document-Page number and the reason that it has been reported as poor quality: too light, too dark, blurry, "A" Page, retake, missing, etc.
- **ImageReview** – A software utility that sorts and filters the images on the poor quality image report and displays the poor quality images. The County can easily uncheck images that are acceptable quality.
- **Stage 3: Image Enhancement** – US Imaging can adjust the poor contrast of an entire roll, splice, book, jacket, aperture card, document, page or any specific area on a page to provide the most legible images possible.
- **Image & Index Formatting** – US Imaging has export formats for every County Imaging system on the market.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it for free forever.

## Denver County Requirements:

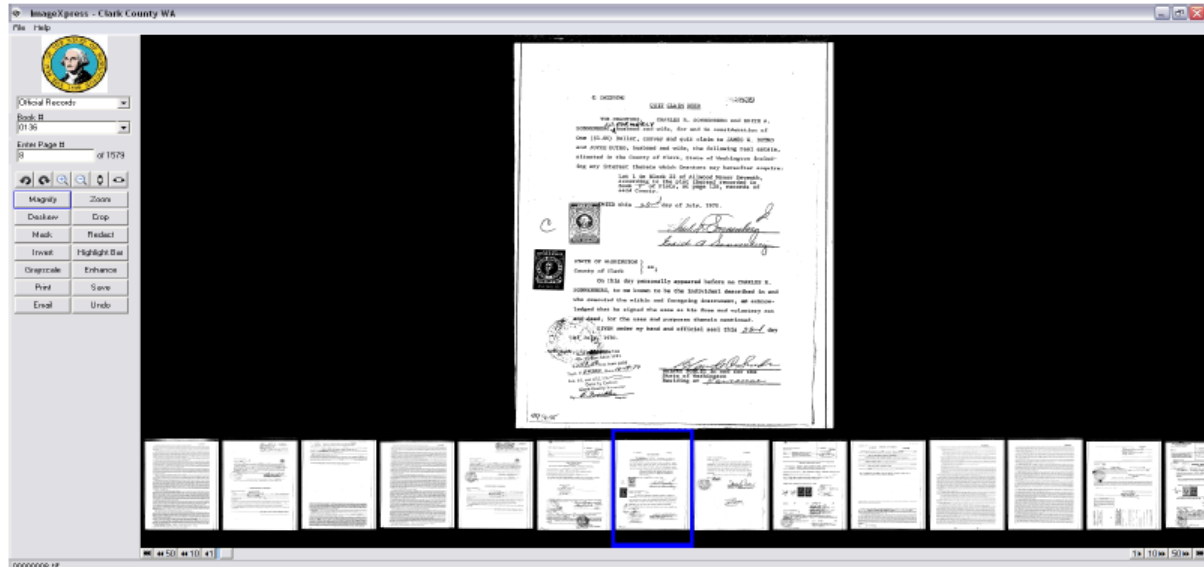
- **Work Area** - County will provide a 6' x 12' space inside the County Building, near the media with access 24 hours per day, 7 days a week, electricity, lighting and heat/air to allow on-site scanning. If on-site access is not available 24/7 within the County Building, County will provide a 8' x 16' space on County Property as close to the vault as possible with 24/7 access, electricity, to allow on-premise scanning in a mobile scan center. If on-site or on-premise time is less than 24/7, the time and investment to complete will change according to the hours and days access is available.
- **On-Line Inventory Report** – US Imaging will provide an On-Line Inventory Report that the County can utilize to key in the first and last Book number to be scanned.
- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with PropertyInfo to import images into the imaging system.
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve the enhancement and indexing of Poor Quality images.

## US Imaging Requirements:

### Stage 1 – Capture

- **On-Site Scanning** – We will provide all necessary hardware, software, staff, project managers and mobile scan center to perform scanning on-site or on-premise 24 hours per day, 7 days a week. If access to books is less than 24/7, the time and investment to complete will change according to the days and hours available.
- **Inventory Report** – US Imaging will provide an On-Line Inventory Report for the customer to input tracking information into. If the County does not have time to input the tracking information, US Imaging can inventory the film and populate the Inventory Report for a travel and daily on-site fee.
- **Book Tracking** – Labels will be applied to the County's shelving units to identify the location where books are to be returned after scanning. Labels will be removed once scanning is completed.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, we can sort or prep them for \$25.00 per hour. If pages are too fragile to handle, we will bring this to the Counties attention and recommend a Book Restoration and Binding Company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold 2 pages (left & right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders and books will be put back onto shelves in order.
- **Book Scanning** – Books contain millions of colors. Bound Books will be scanned 2 pages (left & right) per image at 300 dpi in color and saved in industry standard JPEG format with 85% quality compression. Books with Removable Binders and pages under 12" will be scanned front & back simultaneously with 1 page per image and saved as color JPEG Images. Photostat pages contain 256 shades of gray and are scanned in Grayscale to minimize JPEG file size. All JPEG images are sequentially numbered by a zero filled 8 digit number and stored in folders named by the Document Type and Book number.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8 digit number and stored in folders named by the Document Type and Book number.

- **USB Hard Drives** – All single page JPEG and TIFF images will be copied to 2 sets of external USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for Stage 2 processing and off-site backup.
- **Pilot Images** – 1,000 images from each media change will be cropped, enhanced, grouped as documents, indexed by Document number or Book-Page number and saved as multi-page TIFF's that can be easily viewed by any imaging viewer. We will e-mail a link, user name and password to download the Pilot Images from our FTP site.
- **ImageXpress Software** – We will provide the County with a retrieval software program called *ImageXpress* that will allow the County to easily access images by book-page number, document number, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.



## Stage 2 – Inspect, Crop, Group, Index and Verify

- **Inspect & Report Quality** – Each image will be visually inspected as a 12"W x 16"H image on 20" Portrait monitors at full size and checked for sequential order, missing pages, duplicate pages, "A" pages, retakes and image quality. Particular attention is to be given to the party names, legal description, Book-Page number, Document number, time-date stamps and signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified on the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, "A" page & retake.
- **Excess Border Removal** – Due to certain Aperture camera copy boards, page sizes, scratches on film and film formats, the automatic crop included in Stage 1 may leave large white borders, black borders, black lines and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Page Duplication** – Hand Written and Typed Books commonly have multiple Documents on a single page. These pages are duplicated so that each Document can have their own set of images. A 600 page Book commonly has 900 Documents and therefore 300 pages are duplicated.
- **Auto Group, Index & Verify** – During scanning images are captured as single images and stored in folders by each Book number or Document number range. If Book-Page number or Document number and Page Quantity data is present in the County's Computer Index, we can utilize this data to automatically group the pages together as documents and index them by the Book-Page number, Document number or both. After auto grouping and indexing our staff will inspect every 20<sup>th</sup> image to verify that the images have been grouped together correctly. If any mismatches are located, we will make the necessary adjustments to get the images and indexes back in sync. If errors are located in the County's Computer Index, we will report them back to the County so computer index corrections can be made.

- Manually Group & Index** – During scanning images are captured as single images and stored in folders by each Book number or Document number range. If Computer Index data is not available, our staff will manually group individual pages together for each document and index each document by the Document number or the Book-Page number of the first page of each new document. Each Grantor / Grantee Page will be indexed by its **Alpha Tab**. Most pages will be indexed to the second letter of the surname, some just the first (see estimates below). All Doc Pages will be by Reception (File) Number or Book & Page. Marriage Certificates will be indexed by Certificate Number or Book & Page.
- Double Group, Index & Verify** – Manual grouping and indexing is prone to human errors and we highly recommend double grouping and indexing to eliminate them. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified or corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.
- Missing Pages** – When a missing page is located, US Imaging will e-mail the County and request a copy be scanned and e-mailed or an original be shipped to US Imaging. Missing pages that are replaced will be identified as "Missing and Replaced", pages that cannot be located will be identified as "unavailable". Unavailable pages will have an "Unused Page number" flyer inserted in their place to keep the total number of scanned images in sync with the total number of recorded pages.
- USB Hard Drives** – 100% of the inspected, cropped, grouped, indexed and verified TIFF images, the Poor Quality Image Report and *ImageReview* Software will be copied to 2 sets of external USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for Stage 3 enhancing and off-site backup.
- ImageReview Software** - We will provide a reviewing software program called *ImageReview* that will allow the County to easily sort the Poor Quality Report by Document-Page number, Book-Image number or Poor Quality Issue (light, dark, blurry, etc.). *ImageReview* can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. *ImageReview* will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. *ImageReview* highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, *ImageReview* exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

The screenshot shows the US Imaging software interface. On the left is a control panel with a table of scanned images. On the right is a preview window showing a document page.

Book/Image	Issue	ok
1 1234/0000096.TIF	Dark	<input checked="" type="checkbox"/>
2 1234/0000280.TIF	Dark	<input checked="" type="checkbox"/>
3 1234/0000447.TIF	Dark	<input checked="" type="checkbox"/>
4 1234/0000690.TIF	Light	<input checked="" type="checkbox"/>
5 1234/00001011.TIF	Cut Off	<input checked="" type="checkbox"/>
6 1234/00001013.TIF	Dark	<input checked="" type="checkbox"/>

The preview window shows a document page with the following text:

RELEASE OF THE OBLIGATION

3807

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, ASSOCIATES FINANCIAL SERVICES COMPANY OF KENTUCKY, INC., a Kentucky corporation, does hereby release and discharge any interest which it has in a certain Real Estate Mortgage executed by Paul S. Henrich, JR and Diana L. Henrich the property described therein, said Real Estate Mortgage having been duly executed on 6/1/83, and recorded in the Office of the Clerk of the County of Warren, State of Kentucky, in Reg. File #2 12307 Instrument No. \_\_\_\_\_ and said Recor. Mortgage Record Book \_\_\_\_\_ Page \_\_\_\_\_ Instrument No. \_\_\_\_\_ and said Recor. Office is hereby instructed to restore and cancel said Real Estate Mortgage from his records.

IN WITNESS WHEREOF, the aforesaid has caused this Release to be executed by its duly authorized Group Director, executed by its Assistant Secretary and its notary's seal attested this 28 day of April, 1987.

ATTEST:

ASSISTANT SECRETARY

GROUP DIRECTOR

NOTARY PUBLIC

Warren County, KY

APR 28 5 11 AM '87

WILSON STABLE RECORDS WARREN COUNTY, KY

State of Kentucky  
County of Fayette

Before me, a Notary Public, this 28 day of April, 1987, personally appeared Associates Financial Services Company, Inc., Group Director and Cindy Tidwell, Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

This instrument was prepared by \_\_\_\_\_

NOTARY PUBLIC

## Stage 3 – Enhance & Index

- **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Marginal Notations** – Photostat Books commonly contain a white border around the black page. Book-Page number, Reference Book-Page number and Release information is commonly located in this white border and are called Marginal Notations. We have the unique ability to include these notations in the image and make all the background white and all the text and handwriting black.
- **Dual Polarity Correction** – The majority of Photostat pages are Black background with white text, however some pages contain a mix where a portion of the page contains black background white text and another portion contains white background with black text. US Imaging has the unique ability to correct this issue and adjust the background polarity so the entire page contains white background with black writing. This will reduce storage space and will save a huge amount of toner when printing.
- **Formatting** – US Imaging will format the images and indexes to the requirements provided by the system vendor.
- **USB Hard Drives** – All formatted images will be copied to 2 sets of external USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for off-site backup.

## Stage 4 – Full Document Indexing

- **Full Document Indexing from Document Pages** – US Imaging will use the digital documents provided by the County to index from each document. For each document indexing will consist of; Grantor(s), Grantee(s), Book/Page and Reception Number. The City and County agrees that this is will result in the most complete record.

## Attachment "C" Pricing by Expected Inventory for Digitization

Department	Classification	Media Type	Category	Description of Record	Qty	Pages Per Book	Total Pages	Cost Per Page	Total Cost for Series	From	To	Date Range	Services	Included in price?
<b>PHASE 1 - SCANNING</b>														
City Council	Minutes	Paper	COUNCIL PROCEEDING AND MINUTES	COUNCIL BILL BOOKS	16	200	3,200	\$ 0.37	\$1,184	1938	1991	1938 - 1991	Please indicate if each service below is included in the per page cost for imaging. If there is additional activity associated with the per page price for scanning, please add to the bottom of this list and indicate whether it is included.	Yes / No
City Council	Minutes	Paper	COUNCIL PROCEEDING AND MINUTES	COUNCIL PROCEEDINGS MINUTES BOOK #41 THRU BOOK # 54	14	200	2,800	\$ 0.37	\$1,036	1993	2012	1993 - 2012	Per Image to Scan 300 dpi JPEG in Color	Yes
City Council	Minutes	Paper	COUNCIL PROCEEDING AND MINUTES	COUNCIL PROCEEDINGS MINUTES BOOK #5 THRU BOOK #38	4	200	800	\$ 0.37	\$296	2013	Present	2013 - Present	Per JPEG Image to Convert to TIFF (you should include removal of excess borders, reverse	Yes
City Council	Minutes	Paper	PROCEEDINGS MINUTES OF CITY COUNCIL	PROCEEDINGS MINUTES COPIES	40	600	24,000	\$ 0.37	\$8,880	1913	1992	1913 - 1992	Marginal Notations Pages	Yes
City Council	Minutes	Paper	PROCEEDINGS MINUTES OF CITY COUNCIL	PROCEEDINGS MINUTES COPIES	26	600	15,600	\$ 0.37	\$5,772	1858	1913	1858 - 1913	Multiple Pages per Document	Yes
City Council	Minutes	Paper	PROCEEDINGS MINUTES OF CITY COUNCIL	RECORD OF MINUTES	1	200	200	\$ 0.37	\$74	1920	1920	1920	Poor Quality Pages	Yes
City Council	Index	Books	INDEX PROCEEDINGS	PROCEEDINGS OF THE CITY COUNCIL	4	350	1,400	\$ 0.37	\$570	1893	1904	1893 - 1904	Per Image to Enhance Poor Quality	Yes
City Council	Ordinances	Paper	ORDINANCE RECORDS	CITY COUNCIL PUBLICATIONS/ORDINANCES	3	600	1,800	\$ 0.38	\$684	1917	1944	1917 - 1944	Per Image to Group & Index Pages	Yes, by case field (tab letter, Book/Plan, or Reception Number)
City Council	Ordinances	Paper	ORDINANCE RECORDS	ORDINANCE ACTUAL COPIES	24	600	14,400	\$ 0.38	\$5,472	1913	1967	1913 - 1967	Enhanced Quality Control Report	Yes
City Council	Ordinances	Paper	ORDINANCE RECORDS	ORDINANCE ACTUAL COPIES	6	600	3,600	\$ 0.38	\$1,368	1946	1973	1946 - 1973		Yes
City Council	Ordinances	Paper	ORDINANCE RECORDS	PUBLICATION OF ORDINANCES (PUBLICATION NOTICES)	41	600	24,600	\$ 0.38	\$9,348	1946	1967	1946 - 1967	Additional Services/Activity	Yes
City Council	Ordinances	Paper	ORDINANCE RECORDS	PUBLICATIONS	1	400	400	\$ 0.38	\$152	1906	1917	1906 - 1917	On-Site Scanning	Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1040	1	400	400	\$ 0.38	\$152	1911	1913	1911 - 1913	On-Site Content Review	Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1470	1	400	400	\$ 0.38	\$152	1898	1900	1898 - 1900	Scanning of Acknowledgements (Some of the Public Trustee books)	Yes, but will be charged per page scanned
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1001	1	400	400	\$ 0.38	\$152	1923	1923	1923 - 1923		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1129	1	400	400	\$ 0.38	\$152	1844	1926	1844 - 1926		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX # 897	1	400	400	\$ 0.38	\$152	1910	1912	1910 - 1912		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX # 977	1	400	400	\$ 0.38	\$152	1924	1924	1924 - 1924		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1128	1	400	400	\$ 0.38	\$152	1907	1909	1907 - 1909		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX # 979	1	400	400	\$ 0.38	\$152	1901	1902	1901 - 1902		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1043	1	400	400	\$ 0.38	\$152	1894	899	1894 - 1899		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1046	1	400	400	\$ 0.38	\$152	1871	1898	1871 - 1898		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1047	1	400	400	\$ 0.38	\$152	1871	1900	1871 - 1900		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1048	1	400	400	\$ 0.38	\$152	1871	1898	1871 - 1898		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1043	1	400	400	\$ 0.38	\$152	1845	1972	1845 - 1972		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1039	1	400	400	\$ 0.38	\$152	1973	1981	1973 - 1981		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1037	1	400	400	\$ 0.38	\$152	1916	1918	1916 - 1918		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1031	1	400	400	\$ 0.38	\$152	1924	1925	1924 - 1925		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1067	1	400	400	\$ 0.38	\$152	1911	1923	1911 - 1923		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX # 948	1	400	400	\$ 0.38	\$152	1907	1908	1907 - 1908		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX # 924	1	400	400	\$ 0.38	\$152	1903	1906	1903 - 1906		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1042	1	400	400	\$ 0.38	\$152	1908	1910	1908 - 1910		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1044	1	400	400	\$ 0.38	\$152	1919	1922	1919 - 1922		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX # 891	1	400	400	\$ 0.38	\$152	1927	1928	1927 - 1928		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1029	1	400	400	\$ 0.38	\$152	2012	2012	2012 - 2012		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1033	1	400	400	\$ 0.38	\$152	2001	2006	2001 - 2006		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1108	1	400	400	\$ 0.38	\$152	2004	2007	2004 - 2007		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1101	1	400	400	\$ 0.38	\$152	2002	2008	2002 - 2008		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1106	1	400	400	\$ 0.38	\$152	2007	2008	2007 - 2008		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1103	1	400	400	\$ 0.38	\$152	2003	2009	2003 - 2009		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1107	1	400	400	\$ 0.38	\$152	2005	2007	2005 - 2007		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1102	1	400	400	\$ 0.38	\$152	2001	2006	2001 - 2006		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1104	1	400	400	\$ 0.38	\$152	2004	2008	2004 - 2008		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1100	1	400	400	\$ 0.38	\$152	2001	2009	2001 - 2009		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1099	1	400	400	\$ 0.38	\$152	2003	2005	2003 - 2005		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1098	1	400	400	\$ 0.38	\$152	2004	2004	2004 - 2004		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1096	1	400	400	\$ 0.38	\$152	2003	2003	2003 - 2003		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX #1050	1	400	400	\$ 0.38	\$152	1978	1992	1978 - 1992		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX # 990	1	400	400	\$ 0.38	\$152	1996	1999	1996 - 1999		Yes
City Council	Ordinances	Paper (Box)	ORDINANCE AND RESOLUTIONS DOCUMENTS	BOX # 863	1	400	400	\$ 0.38	\$152	1879	1942	1879 - 1942		Yes
City Council				<b>Total</b>					\$40,844					
Rash Estate	Index	Book	GRANTOR - GRANTEE INDEX BOOKS	Grantee - Grantee Rash Estate	276	1000	276,000	\$ 0.36	\$99,960	1873	1948	1873 - 1948		Yes
Rash Estate	Index	Book	GRANTOR - GRANTEE INDEX BOOKS	Grantee - Grantee Rash Estate	12	800	9,600	\$ 0.36	\$3,456	1949	1972	1949 - 1972		Yes
Rash Estate	Index	Book	GRANTOR - GRANTEE INDEX BOOKS	Grantee - Grantee Rash Estate	11	4000	44,000	\$ 0.36	\$15,840	1859	1872	1859 - 1872		Yes
Rash Estate	Index	Book	MECHANICS LIEN INDEX BOOKS	GRANTOR	1	400	400	\$ 0.30	\$120	1967	1971	1967 - 1971		Yes
Rash Estate	Index	Book	MECHANICS LIEN INDEX BOOKS	GRANTOR	1	400	400	\$ 0.30	\$120	1967	1971	1967 - 1971		Yes
Rash Estate	Index	Book	MECHANICS LIEN INDEX BOOKS	GRANTOR	1	400	400	\$ 0.30	\$120	1972	1984	1972 - 1984		Yes
Rash Estate	Index	Book	MECHANICS LIEN INDEX BOOKS	GRANTOR	1	400	400	\$ 0.30	\$120	1973	1984	1973 - 1984		Yes
Rash Estate	Index	Book	MECHANICS LIEN INDEX BOOKS	GRANTOR	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	MECHANICS LIEN INDEX BOOKS	GRANTOR	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR	1	500	500	\$ 0.30	\$150	1969	1978	1969 - 1978		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR	1	500	500	\$ 0.30	\$150	1969	1978	1969 - 1978		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR	1	100	100	\$ 0.30	\$30	1979	1981	1979 - 1981		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR	1	100	100	\$ 0.30	\$30	1979	1981	1979 - 1981		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1982	1984	1982 - 1984		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1984	1984	1984 - 1984		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985	1986	1985 - 1986		Yes
Rash Estate	Index	Book	FAX LIEN INDEX BOOKS	GRANTOR-GRANTEE	1	100	100	\$ 0.30	\$30	1985				

Department	Classification	Media Type	Category	Description of Record	Qty	Pages Per Book	Total Pages	Cost Per Page	Total Cost for Series	From	To	Date Range	Services	Included in price?
<b>PHASE 1 - SCANNING</b>														
Real Estate	Index	Book	INDEX TITLE DEED BOOK	INDEX OF DEEDS BOOK #1 & #2	2	400	800	\$ 0.34	\$270	1941	1977	1941-1977		Yes / No
Real Estate	Index	Book	MANUSCRIPT BOOK OF DOCUMENTS	ACTUAL DOCUMENT REAL ESTATE BOOK BOOK #1401	1	600	600	\$ 0.34	\$204	1902	1902	1902		
Real Estate	Index	Book	MANUSCRIPT BOOK OF DOCUMENTS	ACTUAL DOCUMENT REAL ESTATE BOOK BOOK #1411	1	600	600	\$ 0.34	\$204	1902	1903	1902-1903		
Real Estate	Index	Book	LEGAL DESCRIPTION OF PROPERTY	LEGAL DESCRIPTIONS OF PROPERTIES (SMALL LIGHT BLUE BOOK)	1	50	50	\$ 0.34	\$17	NO DATES	NO DATES	NO DATES		
Real Estate	Index	Book	LAND REGISTRATION RECEPTION	RECEPTION BOOK INDEX LAND REGISTRATION 1963-1967	1	400	400	\$ 0.34	\$136	1903	1965	1903-1965		
Real Estate	Index	Book	RECEPTION INDEX BOOKS	RECEPTION BOOK #32	1	400	400	\$ 0.34	\$136	NO DATES	1947	1947		
Real Estate	Index	Book	RECEPTION INDEX BOOKS	RECEPTION BOOK #322	1	400	400	\$ 0.34	\$136	NO DATES	NO DATES	NO DATES		
Real Estate	Maps	Misc	MAPS	PG PLAT MAPS Misc	2800	1	2,800	\$ 2.67	\$7,476	NO DATES	NO DATES	NO DATES		
Real Estate	Maps	Misc	MAPS	BRONXINGTON PLAT MAPS (Sheet)	2300	1	2,300	\$ 2.67	\$6,141	NO DATES	NO DATES	NO DATES		
Real Estate	Maps	Misc	MAPS	PLANNED BUILDING GROUP MAPS Misc (TUBES)	376	1	376	\$ 5.00	\$1,880	NO DATES	NO DATES	NO DATES		
Real Estate	Maps	Book	PLATS & DITCHES INDEX	PLATS & DITCHES INDEX	2	350	700	\$ 3.00	\$2,100	NO DATES	NO DATES	NO DATES		
Real Estate	Index	Book	DEED INDEX	Duplicate Index of Deeds (BLACK BOOK BY ITSELF)	1	100	100	\$ 0.37	\$37	1934	1934	1934		
Real Estate	Index	Book	GOLD LEATHER BOUND BOOKS	ACTUAL DOCUMENTS OF DEEDS, RELEASES, TRUST DEEDS, MORTGAGES, GENERAL MANUSCRIPT & MISC	28	400	11,200	\$ 0.42	\$4,704	1937	1937	1937		
Real Estate	Index	Book	INDEX OF RECORD BOOK	INDEX RECORD BOOK BY NAME	1	500	500	\$ 0.41	\$207	1879	1937	1879-1937		
									\$24,871					
Public Trustee	Index	Book	PUBLIC TRUSTEE	GRANTOR RELEASE INDEX	22	500	11,000	\$ 0.31	\$3,410	1916	1967	1916-1967		
Public Trustee	Index	Book	PUBLIC TRUSTEE	GRANTOR GENERAL RELEASE INDEX	1	250	250	\$ 0.31	\$78	1957	1957	1957-1957		
Public Trustee	Index	Book	PUBLIC TRUSTEE	DENVER PUBLIC TRUSTEE FORECLOSURE NOTICE (NED) ACTUAL DOCUMENTS (Scan Publications ONLY)	157	500	78,500	\$ 0.49	\$38,465	1988	1992	1988-1992		
Public Trustee	Index	Book	PUBLIC TRUSTEE	NOTICE OF ELECTION AND DEMAND INDEXES & ACTUAL DOCUMENTS (LIGHT BLUE BOOKS) (Scan Publications ONLY)	134	500	67,000	\$ 0.46	\$30,820	1936	1988	1936-1988		
Public Trustee	Index	Book	PUBLIC TRUSTEE	PUBLIC TRUSTEE ELECTION AND DEMAND (NED) ACTUAL DOCUMENTS (TURQUOISE BOOKS) (Scan Publications ONLY)	16	500	8,000	\$ 0.31	\$2,480	1992	1993	1992-1993		
Public Trustee	Index	Book	PUBLIC TRUSTEE	PUBLIC TRUSTEE RELEASE BOOKS	16	500	8,000	\$ 0.31	\$2,480	1976	1982	1976-1982		
Public Trustee	Index	Book	PUBLIC TRUSTEE	PUBLIC TRUSTEE RELEASE BOOKS (CURRENTLY INDEXING/RECORDING STAFF)	8	500	4,000	\$ 0.31	\$1,240	1983	1986	1983-1986		
									\$78,973					
Marriage	Index	Book	INDEXES BOOKS	MARRIAGE INDEXES BOOKS M-1 THRU M-37	37	400	22,800	\$ 0.39	\$8,892	1941	1952	1941-1952		
Marriage	Index	Book	INDEXES BOOKS	MARRIAGE INDEXES BOOKS 1600A THRU 3550	48	500	24,000	\$ 0.45	\$10,800	1903	1941	1903-1941		
Marriage	Index	Book	INDEXES BOOKS	MARRIAGE INDEXES BOOKS	2	250	500	\$ 0.39	\$197	1941	1946	1941-1946		
Marriage	Microfilm	Roll	MICROFILM RECORDS	MARRIAGE BOOK OF PLAN (to be removed from Colorado State Archives)	101	600	60,600	\$ 0.15	\$9,090	4/21/1903	8/21/1949	1903-1949		
									\$28,977					
Treasury	Index	Book	TREASURY INDEX	GRANTOR TREASURY INDEX	1	500	500	\$ 0.32	\$160	1939	1944	1939-1944		
Treasury	Index	Book	TREASURY INDEX	GRANTOR TREASURY INDEX	1	500	500	\$ 0.32	\$160	1948	1952	1948-1952		
Treasury	Index	Book	TREASURY INDEX	GRANTOR TREASURY INDEX	1	100	100	\$ 0.32	\$32	1953	1953	1953		
Treasury	Index	Book	TREASURY INDEX	GRANTOR TREASURY INDEX	1	500	500	\$ 0.32	\$160	1954	1954	1954		
Treasury	Index	Book	TREASURY INDEX	GRANTOR TREASURY INDEX	1	500	500	\$ 0.32	\$160	1962	1962	1962		
									\$672					
Military	Microfilm	Roll	MICROFILM RECORDS	MILITARY DISCHARGE MICRO-FILM Rols	21	500	11,500	\$ 0.15	\$1,725	1/2/1944	12/19/1944	1944-1953		
Military	Index	Book	REGISTER OF COLORADO WAR VETS	REGISTER	1	910	910	\$ 0.35	\$319	1917	1918	1917-1918		
									\$2,044					
									\$282,784					
					7,143		725,784							
<b>PHASE 2 - INDEXING**</b>														
<b>Per Index Page</b>														
Real Estate	Index	Book	GRANTOR / GRANTEE INDEX BOOKS (HANDWRITTEN)	Grantor / Grantee Real Estate	Qty	Pages Per Book	Total Pages	Cost Per Page	Total Cost for Series					
					15	500	12,000	\$ 2.02	\$24,300	1949	1952	1949-1952		
Real Estate	Index	Book	GRANTOR / GRANTEE INDEX BOOKS (COMPUTER PRINTOUT)	Grantor / Grantee Real Estate	9	500	4,500	\$ 4.86	\$21,888	1952	1953	1952-1953		
Real Estate	Index	Book	GRANTOR / GRANTEE INDEX BOOKS (COMPUTER PRINTOUT)	Grantor / Grantee Real Estate	200	500	100,000	\$ 3.67	\$367,200	1954	1975	1954-1975		
Marriage	Index	Book	MARRIAGE INDEX BOOKS (COMPUTER PRINTOUT)	Marriage Index Books (Bride)	11	400	4,400	\$ 2.97	\$13,059	1950	1975	1950-1975		
Marriage	Index	Book	MARRIAGE INDEX BOOKS (COMPUTER PRINTOUT)	Marriage Index Books (Groom)	13	400	5,200	\$ 2.97	\$15,454	1950	1975	1950-1975		
									\$441,869					
					248		126,100							
<b>PHASE 2 - INDEXING**</b>														
<b>Per Document</b>														
Real Estate	Index	Book	GRANTOR / GRANTEE INDEX BOOKS (HANDWRITTEN)	Grantor / Grantee Real Estate	Pages	Entries/Page	Total Documents	Cost Per Document	Total Cost for Series					
					12,000	33	115,400	\$ 2.23	\$254,358	1949	1952	1949-1952		
Real Estate	Index	Book	GRANTOR / GRANTEE INDEX BOOKS (COMPUTER PRINTOUT)	Grantor / Grantee Real Estate	4,500	64	115,200	\$ 0.190	\$21,888	1952	1953	1952-1953		
Real Estate	Index	Book	GRANTOR / GRANTEE INDEX BOOKS (COMPUTER PRINTOUT)	Grantor / Grantee Real Estate	100,000	54	2,160,000	\$ 0.170	\$367,200	1954	1975	1954-1975		
Marriage	Index	Book	MARRIAGE INDEX BOOKS (COMPUTER PRINTOUT)	Marriage Index Books (Bride)	4,400	33	93,380	\$ 0.140	\$13,059	1950	1975	1950-1975		
Marriage	Index	Book	MARRIAGE INDEX BOOKS (COMPUTER PRINTOUT)	Marriage Index Books (Groom)	5,200	33	110,240	\$ 0.140	\$15,454	1950	1975	1950-1975		
									\$441,869					
					126,100		2,589,110							

Please indicate if each service below is included in the per page cost for imaging. If there is additional activity associated with the per page price for scanning, please add to the bottom of this list and indicate whether it is included.

\*\* Indexing must be set as a fixed price per recorded instrument or marriage license. Wherein: a marriage license will have a "Bride" and "Groom", a recorded instrument may have multiple entries for Grantor and/or Grantee.

\*\* Indexing must be set as a fixed price per recorded instrument or marriage license. Wherein: a marriage license will have a "Bride" and "Groom", a recorded instrument may have multiple entries for Grantor and/or Grantee.

All volumes are estimates from the City and County of Denver. Invoices will be for actual volumes.

**Attachment "D"**

**Payment Schedule**

Vendor Billing upon approval of authorized Clerk and Recorder Staff upon completion of quality assurance testing on each phase and written acceptance.

ID	Project Name	Owner	Days		Start	End	Estimated Invoice
<b>Phase 1</b>	<b>Scanning of Historical Records</b>		333		<b>22-May</b>	<b>20-Apr</b>	
<b>thru</b>	On-Site Scanning	US - Imaging	27	Days On-Site	22-May	18-Jun	40,200.00
<b>1.10</b>	Process and Deliver Stage One	US - Imaging	37	Days From On-Site Completion	18-Jun	25-Jul	133,299.16
	Staff Training for ImageXpress	<b>Both</b>	1	Day of Training	25-Jul	25-Jul	
	Pilot Approval	<b>Denver County</b>	31	Days To test Upload(s) and reconcile differences	25-Jul	25-Aug	
	Stage Two; Inspect & Index	US - Imaging	117	Days From Pilot Approval	25-Aug	20-Dec	58,734.90
	Staff Training for ImageReview	<b>Both</b>	1	Day of Training	20-Dec	20-Dec	
	County Approval for Enhancement	<b>Denver County</b>	31	Days to review and approve selected enhanced images	20-Dec	20-Jan	
	Stage Three; Enhancement	US - Imaging	90	Days from Enhanced Image Approval to Final delivery	20-Jan	20-Apr	39,816.68
							272,050.74
<b>Phase 2</b>	<b>Full Indexing of Records from 1949-1975</b>		304		<b>30-Jun</b>	<b>30-Apr</b>	
	Pilot Delivery	US - Imaging	1	Sample Pilot of all records to be indexed	1-Jun	1-Jun	Estimated billing below based on actual record counts
	Pilot Approval	<b>Denver</b>	29	Days To test Upload(s) and reconcile differences	1-Jun	30-Jun	
	Delivery 1	US - Imaging	56	1970-1975 Land Records	30-Jun	25-Aug	114,868.18
	Delivery 2	US - Imaging	61	1960-1969 Land Records	25-Aug	25-Oct	147,687.66
	Delivery 3	US - Imaging	41	1954-1959 Land Records	25-Nov	5-Jan	65,638.96
	Delivery 4	US - Imaging	41	1949-1953 Land Records (Handwritten)	5-Jan	15-Feb	60,912.00
	Delivery 5	US - Imaging	59	1950-1975 Marriage Records	15-Feb	15-Apr	45,028.80
	Delivery 6	US - Imaging	15	Ordinance Records	15-Apr	30-Apr	2,567.68
							436,703.27
					Total Estimated Cost		708,754.01





## DESCRIPTIONS (Continued from Page 1)

insured with respects to the General Liability, Auto Liability and Umbrella Liability on a primary and non contributory basis. Waiver of Subrogation in favor of the additional insured applies to the General Liability, Auto Liability and Workers Compensation. 30 Day Notice of Cancellation (10 Day Notice for nonpayment of premium) applies. Third party Crime coverage provided for employee bonding. (4/17)