

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GLOBAL EDGE HBS, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Global Edge HBS, Inc., a California corporation, doing business as eRecordsUSA, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services", dated April 25, 2018 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide document scanning services, and the Parties now wish to amend the Original Agreement to extend the termination date, modify the Fee Schedule, and increase the total not to exceed dollar amount.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

- A. That Section 5 of the Original Agreement, entitled "Term of Agreement," is hereby amended to revise the termination date of the Agreement to December 31, 2020.
- B. That Exhibit B, entitled "Fee Schedule," is hereby replaced by the attached "Revised Fee Schedule," dated May 1, 2019.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 (insert this amendment number) shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GLOBAL EDGE HBS, INC.
a California corporation
doing business as eRecordsUSA

Dated: 05-28-2019
By (Signature): _____
Name: Pankaj Sharma
Title: President
Principal Place of Business Address: 46520 Fremont Blvd., Suite 602
Fremont, CA 94538
Email Address: psharma@eRecordsUSA.com
Telephone: (510) 900-8800
Fax: (510) 897-6456
"CONTRACTOR"

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Exhibit B
Revised Fee Schedule
May 1, 2019

Pricing Estimate for Off-Site Scanning Only (Fremont, Ca)

Service	Price	Unit
Pick up of documents in standard sized banker boxes from Fremont, CA per trip. (Estimated trips)	\$100.00	per trip
Preparation of documents & plans to include: (If Requested) - removal of staples, paperclips and bindings - correct dog-eared corners (if required) - repair damaged areas (if required) - insert barcode separator sheets or similar (as required)	\$0.02	per image
Scanning of documents to include: - image capture up to an 8.5 x 11 size document - output to Bitonal Searchable Multipage PDF 300 dpi - 100% image inspection	\$0.05	per image
Scanning of documents to include: - image capture up to an 8.5 x 11/legal size document - output to greyscale/Color Searchable Multi-page PDF 300 dpi - 100% image inspection	\$0.07	per image
Scanning of plans to include: - image capture up to an 24" x 36" size plan - output to greyscale/Color PDF 300 dpi - 100% image inspection	\$0.75	per image
Indexing/ File Naming services to include/; up to 50 in box (As requested by client Scope of project document)	\$0.25	per file name
100 % visual inspection of all images, to ensure accuracy & quality and Final QC	\$0.01	per image
Image Conversion of docs into Searchable PDF Files, OCR	\$0.01	per image
All scans will be delivered via Online Access/SFTP/ FTP (Encrypted Portable Drive/ USB only if provided by client)	Inclusive	per unit
Professional services to include: -project set up and configuration -project management	Fixed	per hour
Optional Additional Professional services to include: -comprehensive project management -on-site file management	\$45.00	per hour
Secure Shredding per Standard Size Banker Box (If Requested)	\$7.00	per box

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1. ERECORDS will invoice for actual volumes processed.
2. ERECORDS services are offered based on the assumptions defined here in, If the collections characteristics are substantially different from the assumptions, or volumes, ERECORDS has the right to re-price the services.
3. Pricing is offered as a comprehensive package of services. ERECORDS reserves the right to re-price if the client decides not to have ERECORDS perform certain services that have been quoted.
4. Invoicing will be based on the actual number of units multiplied by its unit rate/ price & totaled.
5. Invoicing will be issued throughout the duration of the project /or per batch completed, and within 30 days from date of invoice.
6. Scanning Documents, larger than 8.5 x 11, such as documents: 11"X17", or large plans or Bound Books will be priced differently & separately.
7. Color Scanning if requested, will be charged for in addition to the above pricing an additional \$0.02 per image over and above the Bitonal Scans on actual scans only.
8. The above pricing is all inclusive, of Prepping, Scanning, Auditing, Final QC, and OCR Conversion, and file naming and file arrangement as requested.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred ten thousand dollars (\$210,000), subject to budget appropriations.

