

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE  
CITYWIDE DOCUMENT MANAGEMENT SERVICES

**THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE CITYWIDE DOCUMENT MANAGEMENT SERVICES** (this "Third Amendment") is made and entered into this 19th of September 2022, by and between Advanced Imaging Systems, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for Citywide Document Management Services dated November 1, 2020 (the "Contract") pursuant to which the Company agreed to provide certain citywide document management services for the City of Charlotte.
- B. The parties amended the Contract to incorporate additional language in Service Terms Section 6 "City Ownership of Work Product".
- C. The parties amended the Contract to make adjustments to unit pricing and to incorporate certain other changes..
- D. The parties now desire to amend the Contract to make adjustments to Pricing Schedule.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**AGREEMENT**

1. The terms of the Contract are restated by and incorporated into this Third Amendment by reference.
2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This First Amendment incorporates updated descriptions for those Services listed in Attachment 1, which is incorporated into the Pricing Schedule of the Contract.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

**Contract#: 2021000423**

**Amendment#: 3**

**Vendor#: 300144**

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Third Amendment to be executed as of the date first written above.

**ADVANCED IMAGING SYSTEMS, INC.**

**CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE**

BY:   
(signature)

BY: \_\_\_\_\_  
(signature)

PRINT NAME: Matt Solomon

PRINT NAME: \_\_\_\_\_

TITLE: Partner

TITLE: \_\_\_\_\_

DATE: 9/9/2022

DATE: \_\_\_\_\_



**Digital Contract Routing Form  
Non-Encumbered**

Date Submitted: September 19, 2022

Submitted by: Amelia Beonde

Submitter email: [abeonde@charlottenc.gov](mailto:abeonde@charlottenc.gov)

Contract #: 2021000423

Amendment #: 3

Contract Name: Citywide Document Management Services

Vendor Legal Name: Advanced Imaging Systems, Inc.

Vendor #: 300144

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**CITY OF CHARLOTTE:**

\_\_\_\_\_

eSigned via SeamlessDocs.com  
*Brent Cagle*  
Key: f66f2b82106208b08604836a6d96b831

**ACCOUNTS PAYABLE:**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

\_\_\_\_\_

ATTACHMENT ONE

PRICE SCHEDULE

This Attachment is attached and incorporated into the Citywide Document Management Services (the “Contract”) between the City of Charlotte and Advanced Imaging Systems, Inc. (“AIS”). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

The Company shall provide the Services listed below at the new rates set forth below.

2. Scanning Services

Services	Unit Of Measure	Cost	Additional information
Regular Scanning of 8½”x11” Records	Per Image	\$.075	Include all Scanning, Quality Control. Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
Regular Scanning of 8½”x14” Records	Per Image	\$.075	Include all Scanning, Quality Control. Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
Regular Scanning of 11”x17” Records	Per Image	\$.075	Include all Scanning, Quality Control. Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
Bulk Scanning of 8½”x11” Records. * Include all Scanning and Quality Control. **Indicate Pricing by single project volume tier.	Per Image	\$.06	1 to 500,000 images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
	Per Image	\$.055	500,001 to 1,000,000 images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
	Per Image	\$.045	1,000,001 to 3,000,000 images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
	Per Image	\$.043	3,000,000 + images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
Bulk Scanning of 8½”x14” Records. * Include all Scanning and Quality Control **Indicate Pricing by single project volume tier.	Per Image	\$.06	1 to 500,000 images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
	Per Image	\$.055	500,001 to 1,000,000 images

			Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
	Per Image	\$.045	1,000,001 to 3,000,000 images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
	Per Image	\$.043	3,000,001 + images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
Bulk Scanning of 11"x17" Records. * Include all Scanning and Quality Control. **Indicate Pricing by single project volume tier.	Per Image	\$.06	1 to 500,000 images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
	Per Image	\$.055	500,001 to 1,000,000 images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
	Per Image	\$.045	1,000,001 to 3,000,000 images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.
	Per Image	\$.043	3,000,001 + images Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.

3. Additional Services

Services	Unit of Measure	Cost	Additional Information
Short-term Climate-controlled records storage	Per box/per month	\$3.00	Month to month short term secure climate-controlled records storage, either pre-scan or post-scanning.
Color Scanning (up to 12"x18")	Per Image (additional)	\$.02	Up to 600 dpi resolution. Services shall be utilized when applicable. Standard scanning rates apply.
Microfilm to Digital	Per Image	\$.04	Convert 16 mm Microfilm to Digital (up to 600 DPI bitonal or greyscale).
Digital to Microfilm Conversion	Per Image	\$.04	Convert digital images to 16 mm silver microfilm in compliance with the State Archives requirement for permanent records retention.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2021

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

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

<b>PRODUCER</b> Oberle Risk Strategies, LLC 14288 Manchester Road Manchester MO 63011	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 636-391-0700		<b>FAX (A/C. No):</b> 636-391-0715
	<b>E-MAIL ADDRESS:</b> donna.spradley@oberle-risk.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b> Community Software Solutions, LLC Scribsoft Holdings, Inc., Advanced Imaging Systems LLC Scribbles Software, LLC, Permitium, LLC 10617 Southern Loop Blvd Pineville NC 28134	SCRIBHOL-01	<b>INSURER A :</b> Sentinel Ins Company Ltd. 11000	
	<b>INSURER B :</b> Hartford Accident And Indemnity Company 22357		
	<b>INSURER C :</b> Hiscox Insurance Co Inc		
	<b>INSURER D :</b> Crum & Forster Specialty Insurance Company		
	<b>INSURER E :</b> Axis Insurance Company 37273		
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1975103342

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	84SBABH6714	9/28/2021	9/28/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	84UECAE7344	9/28/2021	9/28/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	84SBABH6714	9/28/2021	9/28/2022	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Cyber/Professional Liability			MPL494882321	9/28/2021	9/28/2022	Each Claim	3,000,000
D	Excess Cyber/Professional Liab			EOL-236613	9/28/2021	9/28/2022	Each Claim	2,000,000
E	Crime/Dishonesty			P-001-000703713-01	9/28/2021	9/28/2022	Each Claim	2,000,000

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

Holder is an Additional Insured-Owner under the General Liability only, but only for the services provided to them, by the named insured under written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Charlotte  
 Management and Financial Services  
 Finance Office-Procurement Management  
 Charlotte NC 28202

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

AUTHORIZED REPRESENTATIVE

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