

**AMENDMENT NO. 1 TO AGREEMENT A4296A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND VENA SOLUTIONS USA, INC.**

This Amendment No. 1 (Amendment) effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consulting Agreement A4296A (Agreement) dated March 27, 2018, between the SANTA CLARA VALLEY WATER DISTRICT (District) and VENA SOLUTIONS USA, INC. (Consultant), collectively the "Parties."

RECITALS

WHEREAS, Consultant is currently providing professional on-call financial budgeting services for the District's On-Call Enhancements and Support Services for the Capital Improvement Program Development Project;

WHEREAS, the agreement currently expires on October 9, 2021; and

WHEREAS, the Parties desire to extend the term of the Agreement to provide sufficient time for Consultant to complete all tasks; modify the scope of services; increase the Not-To-Exceed fee to provide funds for Consultant to perform on-call financial budgeting services; to update Standard On-Call Consultant Agreement language, and to amend the Agreement to incorporate administrative changes.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding any provision to the contrary stated in the Agreement, District and Consultant hereby amend the Agreement as follows:

- 1. The Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, is amended to state as follows:

"19. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

20. No Third-Party Beneficiaries

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

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21. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

22. Debt Limitation

This Agreement is contingent on the appropriation of sufficient funding by Valley Water for the services described in this Agreement. The District is subject to laws or policies which limit its ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of the District to appropriate funds for purposes of this Agreement.”

2. The Agreement, Standard On-Call Consultant Agreement, Section Twelve, subsection 23. Appendices, is amended to state as follows:

“23. Appendices. The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One to the Standard Consultant Agreement – Additional Legal Terms
(UNCHANGED)

Appendix Two to the Standard Consultant Agreement – Dispute Resolution (UNCHANGED)

Appendix Three to the Standard Consultant Agreement – Task Order Template
(UNCHANGED)

Revised Appendix Four to the Standard Consultant Agreement – Insurance Requirements
(REVISED).”

3. The Agreement, Standard On-Call Consulting Agreement, Section 12, subsection 24, Schedules and Attachments, is amended as follows:

“24. Schedules and Attachments. Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full.

Revised Attachment One to Schedule OC – Fees and Payments (REVISED)

Revised Attachment Two to Schedule OC – Schedule of Completion (REVISED)

Revised Attachment Three to Schedule OC – Consultant’s Key Staff and Subconsultants
(REVISED)

Attachment Four to Schedule OC – Reference Materials (UNCHANGED)”

4. Revised Appendix Four to the Standard On-Call Consultant Agreement, Insurance Requirements, is amended as set forth in the Revised Appendix Four to the Standard On-Call Consultant Agreement, Insurance Requirements, attached hereto and incorporated herein by this reference.
5. Schedule OC – Scope of Services is amended as set forth in the attached Revised Schedule OC, Scope of Services, and incorporated herein by this reference.

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AND VENA SOLUTIONS USA, INC.**


6. Revised Attachment One to Schedule OC – Fees and Payments is amended as set forth in the Revised Attachment One to Revised Schedule OC, Fees and Payments, attached hereto and incorporated herein by this reference.
7. Revised Attachment Two to Schedule OC – Schedule of Completion is amended as set forth in the Revised Attachment Two to Revised Schedule OC, Schedule of Completion, attached hereto and incorporated herein by this reference.
8. Revised Attachment Three to Schedule OC – Consultants Key Staff and Subconsultants is amended as set forth in the Revised Attachment Three to Revised Schedule OC, Consultants Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
9. All other terms and conditions of the Agreement A4296A not amended as stated herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4296A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES

SANTA CLARA VALLEY WATER DISTRICT
District

VENA SOLUTIONS USA, INC.
Consultant

By: 
Tony Estremera
Chair, Board of Directors

By: 
Linda Neff
Vice President, Professional Services

Date: March 9, 2021

Date: 2/10/2021

Consultant's Address:

2 Fraser Solutions, Suite 200
Toronto, ON M6K1Y6

ATTEST:


Michele L. King, CMC
Clerk, Board of Directors

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**AMENDMENT NO. 1 TO AGREEMENT A4296A
REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Revised Appendix Four Insurance Requirements.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District" or "Valley Water"), the Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein.

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Revised Appendix Four Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.**

In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Revised Appendix Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, District Risk Manager at (408) 630-2213.

Certificates of Insurance

Consultant shall furnish the District with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

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**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4296A /CAS No. 5027**

IMPORTANT: The agreement or CAS number must be included.

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. District agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Consultant receives any notice that any of the insurance policies required by this Revised Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Revised Appendix Four Insurance Requirements is canceled or coverage is reduced.

Maintenance of Insurance

If Consultant fails to maintain such insurance as is called for herein, District, at its option, may suspend payment for work performed and/or may order Consultant to suspend all Consultant's work at Consultant's expense until a new policy of insurance is in effect.

Renewal of Insurance

Consultant will provide the District with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: valleywater@ebix.com
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4296A / CAS No. 5027**

IMPORTANT: The agreement or CAS number must be included.

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Amendment No. 1 to Agreement A4296A
On-Call Vena Enhancements and Support Services
Standard On-Call Consultant Agreement for GEN-ADMIN Consultant
Ver. 1/19/21

CAS File No. 5027



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Required Coverages

1. Commercial General/Business Liability Insurance with coverage as indicated:

\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$5,000,000 per claim/ **\$5,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

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Employer Liability coverage for not less than \$1,000,000 per occurrence.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

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6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.



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CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$5,000,000)	
	B.	Cancellation Endorsement	

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REVISED SCHEDULE OC
SCOPE OF SERVICES**

1. Representatives

- A. The District's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to the District must be addressed to the District's Project Manager (DPM).

Jennifer Martin (District Project Manager)
Program Administrator
Planning and Analysis Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3724
Email: jmartin@valleywater.org

Jessica Collins (District Unit Manager)
Business Planning and Analysis Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2200
Email: jcollins@valleywater.org

Darin Taylor (Chief Financial Officer)
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3126

Phone: (408) 630-3068
Email: dtaylor@valleywater.org

- B. The Consultant's Project Manager is as listed below. All District questions and correspondence pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Justin Chiu
Director, Solution Services
Vena Solutions
2 Fraser Ave, Toronto, ON, M6K 1Y6 Suite #200

Phone: (416) 450-8808
Email: jchiu@venacorp.com

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SCOPE OF SERVICES**

- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, subsection 18., Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Mark Barrese
Customer Success Manager
Vena Solutions
2 Fraser Ave, Toronto, ON, M6K 1Y6 Suite #200

Phone: (416) 207-1770, ext. 339
Email: mbarrese@venacorp.com

2. Scope of Services

The objective of this Agreement for on-call services is for Consultant to perform general and specialized programming and Vena support services on an "as-requested" or "as-needed basis", to assist the Santa Clara Valley Water District (District) in accomplishing its capital improvement program (CIP) and annual budget development and reporting in an effective and timely manner. Requests for the services of qualified software staff from the Consultant's team may come at any time and may require different levels of staff experience and expertise to perform the requested tasks. In addition to these on-call services, Vena will be assisting District staff in implementing a two-year budget cycle.

3. Project Background

- A. The Santa Clara Valley Water District (District) is a public agency providing water supply, flood protection and stream stewardship throughout Santa Clara County. It serves approximately two million people in all 15 cities and the unincorporated areas in the county. The District also manages the groundwater basins, which is the source of nearly half of the county's water supply. Groundwater basins are replenished with local surface water and imported water conveyed through the Sacramento-San Joaquin Delta. Imported water and local surface water also supply the District's three water treatment plants. The District collaborates and coordinates with local agencies and recycled water producers on recycled water development and use.
- B. The District's CIP and Budget Office staff routinely provides support for capital projects as well as annual budget development process. The on-call services under this agreement will augment the services of District staff and provide additional Vena software programming and support services as needed.
- C. Agreement A4020A, enacted on 9/13/2016, with Vena Solutions, USA, Inc., was for the design and implementation of a new CIP system, with improved long-term (15 year) planning and forecasting and integration with PeopleSoft Financial system and the Budget Office to improve data accuracy and reduce data redundancy.



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- D. To help further this improvement process, enhancements, upgrades and improvements to data transfer, depiction and presentation, along with improvements to technical requirements, will be required on an as-needed basis. Specialized support will be required on a regular basis to help support further improvements to the District's CIP and budget development processes.

4. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in five copies, if requested. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.
- 4) **District Quality Environmental Management System.** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the services described herein is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in section 3, Project Background.
- 6) **Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.
- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by the District, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District



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will not be responsible for delays in completing Project work. Consultant may need to coordinate with District's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements.

- 1.) Services provided as part of this Agreement will be for the District's CIP and Budget Office Teams and will be provided on a task order basis.
- 2.) Response time for services under Tasks 2 and 3 will be under one business day. Turn-around time for deliverables under Tasks 2 and 3 will be mutually agreed upon but no longer than 10 business days (unless otherwise stated). Turn-around times for services provided on a Task Order basis will be negotiated as part of each Task Order.
- 3.) The Consultant employees assigned to District Tasks will be familiar with all current Vena elements provided to the District and qualified to address questions and changes that do not require major changes to the architectural design.
- 4.) Deliverables provided based on Task Orders issued from this Agreement require due diligence on the part of the Consultant with regard to project management for each Task Order Scope of Services, functional testing, startup and implementation.
- 5.) Standard upgrades and updates of Vena software currently in use by the District is assumed to be required as part of the Software as a Service (SaaS) Master Subscription Agreement, enacted 9/13/2016 and will not be covered in this Agreement. Consultant is required to inform District Project Manager if deliverable(s) specified in any Task Order are being delivered in a current or future Vena update – whether in part or in full.
- 6.) Task 4 Biennial Budget listed in the Agreement as incorporated with Amendment No. 1 will allow Consultant to provide support services to the District Budget Office to implement a two-year budget cycle. These services will be provided in addition to ongoing support provided as part of this On-Call Agreement.

5. Scope of Services Tasks

The On-Call Scope of Services will generally include, but is not limited to the following:

Task 1 – Project Management

The purpose of Task 1 is to require the Consultant to manage the Scope of Services such that the work is completed within the NTE fee limit and according to the schedule stated in each Task Order, while ensuring that all services and deliverables by the Consultant meet these Scope of Services requirements. The Consultant will perform all Subtasks in the outlined Tasks unless otherwise specified.

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This Task includes all project management efforts required to organize Consultant's team, assign and control work, and report progress to the District in the form of monthly progress reports. The Consultant shall be available for meetings with additional parties as requested by the District on matters concerning a Task Order.

1.1 Monthly and Biweekly Progress Reports. Each monthly invoice must be accompanied by a monthly Progress Report, unless otherwise directed by the District's Project Manager. In the event there is no invoice, a Progress Report must nonetheless be sent in. Upon request, Consultant must provide a biweekly Progress Report. All Progress Reports must document the work completed, along with the execution of the tasks charged, so as to enable the District to evaluate the Consultant's progress and performance of the work. The Progress Reports shall include:

- 1.1.1 Assessment of actual versus planned progress with regard to the Project Schedule, including a description of the Tasks, and deliverables completed to date;
- 1.1.2 Upon request, Consultant will provide a biweekly progress report detailing the actual versus planned progress with regard to the Project Schedule, including a description of the Tasks and deliverables completed to date;
- 1.1.3 For each task, the percentage of Services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
- 1.1.4 The fees incurred for each task compared to dollar amount allocated to each task;
- 1.1.5 For each task, identify costs to date and forecast to complete, including staffing by task;
- 1.1.6 For Task Order-based services: A summary of performed tasks to date, an updated Task Order work plan including estimate of level of effort required to complete the Task Order, explanation of any major variances in percentage of Services to be completed compared to percentage of the Task Order NTE fees remaining, and any anticipated changes to the Task Order that may be necessary to complete the Scope of Services; and
- 1.1.7 Any changes in Consultant's key staff or subconsultants.

Task 2 – Expert Managed Services

The purpose of this Task is to provide the District expert feedback and support in order to assist with and optimize the District CIP and Budget processes. Support will be provided to District staff at a maximum of 12 hours per month. Services provided under this Task will include but not be limited to:

2.1 Problem Definition and Concept Development Report. Consultant will perform investigations, evaluation, and recommendations for enhancement design based on District's existing infrastructure and hardware. Report will include:



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- 2.1.1 Identification of bugs and weak points in existing platform;
- 2.1.2 Suggestions for bug fixes and patches;
- 2.1.3 Design of new tools which will improve interface performance;
- 2.1.4 Programming and implementation of new tools to improve speed and interface performance; and
- 2.1.5 Recommendations for infrastructure enhancements and improvements.
- 2.2 Implementation** of identified bug fixes and patches.
- 2.3. Technical support** provided via telephone, conference call or email, as needed.
- 2.4 Improvement/optimization** of existing elements, including but not limited to reports, architectural design and templates.
- 2.5 Training** will be provided to District staff as necessary to assist with any upgrades/enhancements/improvements to Vena platform.

Task 2 – Deliverables

- 1. Problem Definition and/or Concept Development Report.
- 2. 12 hours per month of remote support (i.e. GoTo meetings, conference calls).
- 3. Monthly status reports detailing all Expert Managed Services provided to District staff.

Task 2 – Assumptions

- 1. The District will communicate clear requirements.
- 2. Unused service hours will not carry forward.
- 3. Services and deliverables will be provided in English on weekdays (excluding Canadian Holidays) during the following hours:
 - a. During CIP and Budget active phase October 1 to Dec 31 and January 1 to April 30 - 9:00am PST to 5:00 pm PST (12pm to 8pm EST)
 - b. May 1 to September 30 - 6:00 am to 2:00 pm PST (9:00 am - 5:00 pm EST, North America).
- 4. Services will be provided remotely.
- 5. If onsite is required, travel costs will be additional and charged to the District.
- 6. The fees specified for Task 2 are based on a subscription service.
- 7. The District shall not be invoiced for excess fees in the event that more than twelve (12) hours are used in a single month.

Task 3 – Extended Expert/Hypercare Services

The purpose of this Task is for the Consultant to provide additional Expert Managed Services support for eight hours per week, as necessary, during CIP and Budget active phase between October and April in order to assist with last-minute or emergency requests within a more rapid turn-around time of at least six hours.

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- 3.1 Problem Definition and Concept Development Report.** Consultant will perform investigations, evaluation, and recommendations for enhancement design based on District's existing infrastructure and hardware. Report will include:
 - 3.1.1 Identification of bugs and weak points in existing platform;
 - 3.1.2 Suggestions for bug fixes and patches;
 - 3.1.3 Design of new tools which will improve interface performance;
 - 3.1.4 Programming and implementation of new tools to improve speed and interface performance; and
 - 3.1.5 Recommendations for infrastructure enhancements and improvements.
- 3.2 Implementation** of identified bug fixes and patches.
- 3.3. Technical support** provided via telephone, conference call or email, as needed.
- 3.4 Improvement/optimization** of existing elements, including but not limited to reports, architectural design and templates.
- 3.5 Training** will be provided to District staff as necessary to assist with any upgrades/enhancements/improvements to Vena platform.

Task 3 – Deliverables

- 1. Problem Definition and/or Concept Development Report.
- 2. 8 hours per week of remote support (i.e. GoTo meetings, conference calls) between the months of October and April.
- 3. Monthly status reports detailing all Expert Managed Services provided to District staff.

Task 3 – Assumptions

- 1. Upon receipt of a request for Hypercare services, provide Client with an effort estimation and proposed schedule immediately, within 6 hours.
- 2. For items prioritized as "High"/"Urgent", Vena will make every effort to perform the requested services as quickly as possible during the same day(s) in which they were scheduled
- 3. For items prioritized as "Medium"/"Low", Vena and Client will coordinate a mutually agreeable schedule to perform the services
- 4. The fees specified for Task 3 are based on a subscription service.
- 5. Any unused hours may not be carried over into the following month(s).

Task 4 – Biennial Budget Implementation

The purpose of this Task is for the Consultant to provide and configure the solution to support the biennial budget requirement.

**AMENDMENT NO. 1 TO AGREEMENT A4296A
REVISED SCHEDULE OC
SCOPE OF SERVICES**

4.1 Solution Design

- 4.1.1 Develop mock-ups for a subset of templates/reports based on business requirements for biennial budgeting.
- 4.1.2 Develop high-level solution design document focusing on the subset of configuration defined below in "Build".
- 4.1.3 The Consultant will provide prescribed file formats for all data sources and dimensions/hierarchies.
- 4.1.4 Conduct solution design review to gain acceptance.

4.2 Configuration and Build

- 4.2.1 Modify existing data model to support input, reporting and time aggregation for biennial budget process.
- 4.2.2 Update data model integration between CIP and Budget module to support biennial budget requirements.
- 4.2.3 Configure/update reports and templates listed in the deliverables section in Task 4 to support biennial budgeting process.
- 4.2.4 Configure additional process variable to assign Year 2 for each process.

4.3 Testing

- 4.3.1 Provide sample user acceptance scripts.
- 4.3.2 Test system in collaboration with the District power user to ensure the configured solution meets the solution design.
- 4.3.3 Provide up to 80 hours of testing support to assist in solution modifications and complete the testing phase as defined in the project plan that result from Customer-led User Acceptance Tests ("UAT").

4.4 Deploy

- 4.4.1 Document steps to maintain and operate the solution for the District super user.
- 4.5.2 Perform transition to the Consultant Support Team and Customer Success Management team for closeout of task.

Task 4 – Deliverables

Deliverables for this task are related to templates and reports that will be created, modified or updated for the biennial budgeting process. The templates & reports include

1. Capital Offset Input Template
2. High-level Target Input Template

**AMENDMENT NO. 1 TO AGREEMENT A4296A
REVISED SCHEDULE OC
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3. Non-Expense Budget Input Template
4. Overhead Allocation 11 – Configuration
5. Overhead Allocation 71 – Configuration
6. Overhead Allocation 72 – Configuration
7. Overhead Allocation 73 – Configuration
8. Position Configuration
9. Project Configuration
10. Salary Savings Factor Configuration
11. Department Narrative Publication
12. Project Narrative Publication
13. Budget Master Recipient Allocation Report
14. Labor Cost Distribution Report
15. Project Input template
16. Project Manager Report
17. Department Input Template
18. Unfunded Needs Request Template
19. Department Report
20. Budget Pivot Table Report
21. By-Ends Report
22. Proforma Base Report – Chiefs Only (Macros)
23. Hours by Staff Report
24. Hours S&S Reports
25. Project Plan – CIP Team
26. Project Plan

Task 4 – Assumptions

1. Consultant will provide support to District during testing and deployment phases as needed.
2. Consultant will provide regular reports on the development and implementation of Task 4 as part of the Monthly Status Report and in line with Task 1 Project Management.
3. Weekly meetings between District and Consultant will be conducted to address all concerns/questions/requirements related to the development and implementation of Task four, for example, to review system requirements and testing, UAT strategy plan and timelines, etc.
4. Vena shall provide a monthly cost breakdown based on hours performed, work classifications and services provided in the format of an invoice.
5. Work completed as part of Task 4 shall be tracked, recorded and reported each month as part of the Monthly Status Report.

Task 5 – Supplemental Services

The purpose of this Task is to provide the District additional services not defined in Tasks 1 through 4. Additional tasks will be issued on a Task Order basis and will include, but not be limited to:

5.1 Additional Enhancements for CIP purposes. These tasks may include:

- 5.1.1 Template and Report Design Assistance and modification. During CIP development time.

Amendment No. 1 to Agreement A4296A
On-Call Vena Enhancements and Support Services
Standard On-Call Consultant Agreement for GEN-ADMIN Consultant
Ver. 1/19/21

CAS File No. 5027



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SCOPE OF SERVICES**

- 5.1.2 Data modeling assistance.
- 5.1.3 Data Integration/SQL view related changes
- 5.1.4 Vena Server/Add-in upgrade and installation assistance.
- 5.1.5 Troubleshooting of software issues/bug fixes to Vena software to resolve, during budget development time, within the same business day.
- 5.1.6 Additional coaching/knowledge transfer or formal training from the Vena consulting team, includes unique system functionalities not commonly utilized.
- 5.1.7 Create system or template customizations as needed to meet CIP requirements.
- 5.1.8 Other support, as requested by CIP staff.
- 5.2 Additional Enhancements for Budget purposes.** These tasks may include:
 - 5.2.1 Template and Report Design Assistance and modification during Budget development time.
 - 5.2.2 Data modeling assistance.
 - 5.2.3 Data Integration/SQL view related changes.
 - 5.2.4 Vena Server/Add-in upgrade and installation assistance.
 - 5.2.5 Troubleshooting of software issues/bug fixes to Vena software to resolve, during budget development time, within the same business day.
 - 5.2.6 Additional coaching/knowledge transfer or formal training from the Vena consulting team, includes unique system functionalities not commonly utilized.
 - 5.2.7 Create system or template customizations as needed to meet Budget Office requirements.
 - 5.2.8 Other support, as requested by Budget Office staff.
- 5.3 Additional Enhancements.** The Vena software based on Task Order requests in order to improve user interface, multidirectional flow of data, up and download speed of project plans and depiction of data. Such requests may include, but will not be limited to, the following tasks:
 - 5.3.1 Consultant will perform investigations, evaluation, and recommendations for optimizations to user interface;
 - 5.3.2 Consultant will design, program and implement improvements to optimize existing interface applications with Vena and other software in order to:



**AMENDMENT NO. 1 TO AGREEMENT A4296A
REVISED SCHEDULE OC
SCOPE OF SERVICES**

- 5.3.3 Improve flow of and auto-population of data from Vena to other programs used by the District (i.e. Microsoft Excel); and
- 5.3.4 Improve flow of and auto-population of data from other programs into Vena project plans.
- 5.3.5 Consultant will develop tools to improve the display and presentation of data on user platform, publication onto second-party applications and publication on District website, as needed;
- 5.3.6 Consultant will create enhancements to improve functions of CIP Project Pages and implement new tools for Project Pages as needed; and
- 5.3.7 Speed optimization: Consultant will create enhancements to improve download and upload rates for project pages.
- 5.4 IT Infrastructure Assessment.** At the District's request, the Consultant shall provide an independent assessment of the District's existing IT infrastructure and provide suggestions for improvements with regard to optimally meeting the requirements of the Vena applications in use
 - 5.4.1 Contract submittals and other documents relating to the progress, tracking, reporting, payment, and scheduling of work
 - 5.4.2 Engineering analysis of work performed or proposed by the Consultant
- 5.5 Updates.** Consultant will provide updates to software in order to improve usability and speed.
- 5.6 Additional Services.** Consultant shall provide additional quantities of previously identified services as requested by the District. Additional Services can include, but are not limited to:
 - 5.6.1 Additional meetings
 - 5.6.2 Additional status/progress reports
 - 5.6.3 Additional enhancements or reports

Task 5 – Deliverables

- 1. Deliverables will be based on a case-by-case Task assignment. Specific Task Order deliverables will be listed in the specific Task Order issued to the Consultant.



**AMENDMENT NO. 1 TO AGREEMENT A4296A
REVISED SCHEDULE OC
SCOPE OF SERVICES**

Task 5 – Assumptions

1. The District will provide data requirements and support on data extraction (as necessary).
2. The District will provide written definition of requirements where deemed necessary to clearly articulate requirement.
3. The District will be responsible for validation and reconciliation of all data loaded into the solution to ensure accuracy and address any data quality issues.
4. The District will be responsible for the user testing of the configured solution.
5. The District shall be invoiced on a monthly basis based on actual time for work performed, payable based on the fee schedule in Attachment One.

6. ATTACHMENTS

The following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule OC - Fees and Payments (REVISED)
Attachment Two to Schedule OC - Schedule of Completion (REVISED)
Attachment Three to Schedule OC - Consultant's Key Staff and Subconsultants (REVISED)
Attachment Four to Schedule OC - Reference Materials (UNCHANGED)



**AMENDMENT NO. 1 TO AGREEMENT A4296A
REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$500,000** (Not-to-Exceed Fees or NTE). Consultant shall complete the Services for an amount within this NTE. Under no conditions will the total payment to the Consultant under this agreement exceed this NTE amount without prior written approval in the form of a written executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.**

2. Cost Breakdown (REVISED)

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in this Agreement.

COST BREAKDOWN

Task	Description	Original Not-to-Exceed Fees	Amendment No. 1 Not-to-Exceed Fees	Revised Total Not-to-Exceed Fees
1	Project Management	\$10,000	\$10,000	\$20,000
2	Expert Managed Services	\$72,000	\$	\$72,000
3	Extended Expert/Hypercare Services	\$100,000	\$	\$100,000
4	Biennial Budgeting Implementation		\$128,000	\$128,000
5	Supplemental Services	\$120,000	\$60,000	\$180,000
Total Not-to-Exceed Fees		\$302,000	\$198,000	\$500,000

3. Terms and Conditions (UNCHANGED)

Payments for Services performed, as defined in each Task Order, which applies to the specific Services, will be based on the following terms:

- A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed in the Hourly/Unit Rate Schedule and the Cost Breakdown table. In lieu of hourly/unit rates, a flat fee shall apply for all tasks performed under Tasks 2 and 3 for each twelve-month period following the effective date of this Agreement and the issuance of a corresponding task order. The 12-month flat fee for Task 2 shall be \$36,000, and the 12-month flat fee for Task 3 shall be \$50,000 payable at the start of the



**AMENDMENT NO. 1 TO AGREEMENT A4296A
REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

12-month period following the issuance of a task order. The District may modify the payment rate structure for Tasks 2 and 3 in accordance with paragraph 3(B) below.

- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Operating Officer.

C. Reimbursable Expenses

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies, and Subconsultant and vendor services. These other direct expenses may be billed at actual cost-plus 2.5% percent linked to each Task Order, as approved by the District's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with invoices submitted. The 2.5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.
- 2) Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
- 3) Travel expenses are reimbursed at actual cost. Travel, including air travel, overnight accommodations, and meals, required for performance of this Agreement will be paid per diem at the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.



**AMENDMENT NO. 1 TO AGREEMENT A4296A
 REVISED SCHEDULE OC
 REVISED ATTACHMENT ONE
 FEES AND PAYMENTS**

D. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 2.5%. Consultant shall provide invoices for all such services regardless of cost.

E. **Prevailing Wage Requirements - NOT USED**

HOURLY/UNIT RATE TABLE (REVISED)

CLASSIFICATION	HOURLY/ UNIT RATE EFFECTIVE 10/8/2019	HOURLY/ UNIT RATE EFFECTIVE 02/01/2021
Consultant: Vena Solutions USA, Inc.		
Software technician	\$200/hr	\$205/hr
Consultant	\$200/hr	\$205/hr
Manager	\$200/hr	\$205/hr
Operations Analyst	\$200/hr	\$205/hr
Success Advisor	\$200/hr	\$205/hr
Director	\$200/hr	\$205/hr
Expert Consultant	\$200/hr	\$205/hr

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**AMENDMENT NO. 1 TO AGREEMENT A4296A
REVISED SCHEDULE OC
REVISED ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires January 31, 2023 unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties. Upon agreement, the parties may extend the Agreement for 2 additional 1-year periods.
3. Each Task Order will state the schedule for Consultant's performance of that Task Order.
4. District and Consultant may agree to modify the schedule specified for Consultant's performance in an executed Task Order, as an administrative modification to the Agreement, and will confirm such modification in writing.

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**AMENDMENT NO. 1 TO AGREEMENT A4296A
REVISED SCHEDULE OC
REVISED ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information
Justin Chiu	Director	Sponsor	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 jchiu@venacorp.com 416-450-8808
Mike Liu	Manager	Advisor/Manager	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 mliu@venacorp.com 647-669-2823
Ali Jaffer	Manager	Advisor/Manager	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 ajaffer@venacorp.com 416-207-1770
Mark Barrese	Manager	Advisor	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 mbarrese@venacorp.com 416-207-1770
Tim Szego	Director	Advisor	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 tszego@venacorp.com 416-207-1770
Vickie Kwan	Expert Consultant	Primary Consultant	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 vkwan@venacorp.com 416-720-7661
Josh Tang	Success Advisor	Secondary Consultant	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 jtang@venacorp.com 647-200-4525
Alex Young	Success Advisor	Secondary Consultant	2 Fraser Avenue, Suite 200 Toronto, ON M6K1Y6 ayoung@venacorp.com 647-283-4336

2. The following Subconsultants are authorized to perform Services on the Agreement:

Firm	Project Role	Contact Information
N/A	N/A	N/A



Project Manager: Jennifer Martin
Extension: 3724
Date: January 10, 2023

AGREEMENT APPROVAL REQUEST

CAS FILE NO.: 5027

CONTRACT NAME:

Amendment No. 2 to the Standard On-Call Consultant Agreement between the Santa Clara Valley Water District and Vena Solutions USA, Inc.

RECOMMENDATION:

Approve Amendment No. 2 (Amendment) to the Standard On-Call Consultant Agreement A4296A (Agreement) between the Santa Clara Valley Water District (District) and Vena Solutions USA, Inc. (Consultant) for On-Call Enhancements and Support Services for the Capital Improvement Program Development Project (Project).

EL-5 COMPLIANCE:

EL 5.1.2 states: "A Board Appointed Officer shall not make a single Consultant service contract greater than \$225,000 unless authorized by the District Board of Directors." The recommended action to approve Amendment No. 2 is in full compliance with the EL 5.1.2 as this Amendment only extends the Agreement term from January 31, 2023 to January 31, 2025 and does not increase the total not-to-exceed amount of the Agreement.

CEQA COMPLIANCE:

The recommended action to approve the Agreement does not constitute a project under the California Environmental Quality Act (CEQA) because it does not have the potential to result in direct or reasonably foreseeable indirect physical change in the environment.

SUMMARY:

Agreement A4296A provides for the Consultant to continue to provide as-needed enhancements and support services for the Capital Improvement Program Development Project. The purpose of Amendment No. 2 is to extend its term to provide additional time for the Consultant to perform as-needed services associated with task orders; and to implement administrative updates to Agreement A4296A.

Project Background and Previous Board Actions

The Consultant has been providing enhancements and support services to support the Capital Improvement Program Project and the Budget Office. The Vena software was chosen through a competitive process to replace the outdated Budget and the Capital Dashboard tools. The implementation of the Vena software is for Valley Water's Capital Improvement Program.

On August 11, 2020, the Board of Directors directed staff to implement a rolling biennial budget process to be updated annually after implementation of, and demonstrated stability of, the Infor Enterprise Resource Planning (ERP) system. Valley Water is currently using the Vena budgeting system on an annual Capital Budget, Operating Budget, and Rate setting cycle. Vena was implemented in FY18 and

continues to be refined. Financial information in Vena is currently synched with the accounting software by fiscal year.

Amendment No. 1 to Agreement A4296A extended the Agreement term to January 31, 2023, increased the Not-to-Exceed fee by \$198,000, and modified the scope of services, adding an additional Task 4 Biennial Budget to assist Valley Water with the implementation of a two-year budget cycle, as directed by Valley Water’s Board of Directors.

The purpose of Amendment No. 2 is to extend its term to provide additional time for the Consultant to continue to perform as-needed support services to support the Capital Improvement Program associated with task orders; and to implement administrative updates to the Agreement.

Recommended Amendment No. 2 to Agreement A4296A

Staff recommends approval of Amendment No. 2 to extend the term of the Agreement to allow the Consultant to continue to provide staff the necessary support it requires to complete the Capital Improvement Program and budget cycles. Therefore, Agreement A4296A must be extended from January 31, 2023 to January 31, 2025.

FINANCIAL IMPACT:

There is no change in the total Agreement not-to-exceed fee of \$500,000 and there are sufficient funds remaining budget to Project Nos. 60221001, Budget and Financial Analyses and 00074033, Capital Improvement Program Development and Administration to compensate the Consultant for the continued services required.

ATTACHMENTS:

- 1. Amendment No. 2 to the Standard On-Call Consultant Agreement A4296A (original will be executed in DocuSign)

DocuSigned by:
APPROVALS:
Jessica Collins
60EB38E8EB0C46A

Jessica Collins
Unit Manager
Business Planning & Analysis Unit
1/13/2023

Date

DocuSigned by:
Luz Penilla
569326E851AB42A

Luz Penilla
Assistant Officer
Office of Integrated Water
Management
1/17/2023

Date

DocuSigned by:
M. Richardson
1081305937A24A4

Melanie Richardson, P.E.
Assistant Chief Executive Officer
1/17/2023

Date

DocuSigned by:
Tony Ndash, P.E.
CE49F27E5FA2BE3

Tony Ndash, P.E.
Deputy Administrative Officer
General Services Division
1/20/2023

Date

This Amendment No. 2 (Amendment) effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consulting Agreement A4296A (Agreement) dated October 8, 2019, and Amendment No. 1 executed March 9, 2021, between the SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and VENA SOLUTIONS USA, INC. (Consultant), collectively the "Parties."

RECITALS

WHEREAS, Consultant is currently providing professional on-call financial budgeting services for the District's On-Call Enhancements and Support Services for the Capital Improvement Program Development Project;

WHEREAS, the agreement currently expires on January 31, 2023; and

WHEREAS, the Parties desire to extend the term of the Agreement to allow the Consultant to continue to provide on-call financial budgeting services.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding any provision to the contrary stated in the Agreement, District and Consultant hereby amend the Agreement as follows:

1. The Agreement, Standard On-Call Consulting Agreement, Section 12, subsection 24, Schedules and Attachments, is amended as follows:

"24. Schedules and Attachments. Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full.

Revised Attachment One to Schedule OC – Fees and Payments (UNCHANGED)
Revised Attachment Two to Schedule OC – Schedule of Completion (REVISED)
Revised Attachment Three to Schedule OC – Consultant's Key Staff and Subconsultants (UNCHANGED)
Attachment Four to Schedule OC – Reference Materials (UNCHANGED)"

2. Revised Schedule OC, Revised Attachment Two, Schedule of Completion, Section 2. is amended to state as follows:

"This Agreement expires January 31, 2025 unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties."

3. All other terms and conditions of the Agreement A4296A, and Amendment No. 1 not otherwise amended as stated herein remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT A4296A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES

SANTA CLARA VALLEY WATER DISTRICT
District

VENA SOLUTIONS USA, INC.
Consultant

DocuSigned by:
By: Tony Ndaah, P.E.
Tony Ndaah, P.E.
Deputy Administrative Officer
General Services Division

DocuSigned by:
By: Linda Neff
Linda Neff
Vice President, Professional Services

Date: 1/20/2023

Date: 1/10/2023

Consultant's Address:
2 Fraser Solutions, Suite 200
Toronto, ON M6K1Y6