

Santa Clara Valley
Water District



STANDARD CONSULTANT AGREEMENT

This agreement (Agreement) is effective as described in Section Seven, Article 1 below (Effective Date) by and between SANTA CLARA VALLEY WATER DISTRICT (District), and Vena Solutions USA, Inc., a Delaware corporation (Consultant). District and Consultant may be referred to individually as "Party" or collectively as "Parties".

WHEREAS, the District desires consultant services to customize and implement the Consultant's Software-as-a-Service budget development and capital improvement project management solution;

WHEREAS, the Consultant affirms it has the requisite experience and expertise, and desire to provide such services; and

WHEREAS, the parties acknowledge that once the budget development and capital improvement project management solution is customized and implemented to the satisfaction of the District, use of that solution will be governed by a separately negotiated Software-as-a-Service Master Subscription Agreement executed on or around the time this Agreement is executed.

NOW, THEREFORE, the District and Consultant, for the consideration and upon the terms and conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

The scope of services (Services) to be performed pursuant to this Agreement is described in the schedule(s), attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a scope of Services that is separate and apart from the scope of Services described in another Schedule.

SECTION TWO

DUTIES OF CONSULTANT

1. Performance.

- A. Each scope of Services described in an attached Schedule(s) must be performed by Consultant, or at its direction, in a manner sufficient to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with District staff in engineering, operations, and maintenance units to be made aware of District operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule(s).

- B. Unless the requirements for the Services described in the attached Schedule(s) are specifically modified in writing, Consultant must perform services and provide all deliverables as required.
 - C. Consultant shall not undertake any services not described in the attached Schedule(s) unless authorized in writing by the District prior to the performance of such services as either supplemental services in an issued task order or additional services pursuant to an amendment to this Agreement signed by both Parties.
- 2. Consultant Controlled Areas.** Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to a scope of Services.
- 3. Licensing.** Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11, Standard of Care. Consultant shall make available upon District's request, documentation of qualifications and licensing of personnel performing Services described herein.
- 4. District's Approval of Deliverables.** Deliverables prepared by Consultant, notwithstanding acceptance and approval by District, which District determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to District.
- 5. Errors and Omissions.** Consultant is responsible for any direct or actual damages incurred by District which District determines result from Consultant's errors or omissions in Consultant's deliverables.
- 6. District Standardization Requirements.**

Consultant shall perform the Services utilizing District nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software that is compatible with the District Microsoft Office software used at the time(s) the District issues a notice-to-proceed pursuant to this Agreement.

7. Consultant Key Staff and Subconsultants.

- A. Consultant's key staff and Subconsultants assigned to perform the Services are identified in Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
- C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - I. Consultant must obtain the District's approval of all Subconsultants. Upon the District's request, Consultant must provide copies of all Subconsultant agreements.

- II. Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
- D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
- F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff
 - I. The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.
- H. Consultants Subconsultants
 - I. The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the scope of services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
 - II. The District Project Manager may not approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list; the services are not deleted from the Agreement; and the scope of services is not assumed by the Consultant. Such revisions to the list of authorized Subconsultants are subject to approval by the District and documented in an executed amendment to this Agreement.
- 8. **Compliance With All Laws.** Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other legal requirements.
 - A. Consultant shall provide, at District's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, the District has the right to inspect and copy any records of Consultant regarding such compliance.
 - B. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

9. Occupational Safety and Health.

- A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.
- B. Consultant shall immediately notify the District in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon the District's request, Consultant shall provide the District with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

10. Consultant as Independent Contractor. Consultant will perform all services as an independent contractor and not as an agent or employee of the District. Consultant represents and warrants that it and its contractors who are performing any of the Services as Subconsultants will perform such services as an independent contractor, and neither Consultant nor Subconsultants nor their employees are the servants, agents or employees of the District. Except as expressly provided in this Agreement, the District exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care.

- A. Consultant must possess and maintain during the term of this Agreement, all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such services are rendered.
- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8, Compliance With All Laws.
- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8, Compliance With All Laws.
- D. Consultant warrants that: all work under this Agreement shall be Consultant's original work and none of the services or inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); and Consultant has the full right to allow it to provide the District with the assignments and rights provided for herein.

SECTION THREE

DUTIES OF THE DISTRICT

1. **Available Data.** The District will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). The District will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. The District is not responsible to provide the data and information that it does not possess.

2. **Review of Deliverables.**

- A. The District will designate a Project Manager (District Project Manager) for purposes of administering and managing this Agreement.
- B. The Consultant's progress in completing the Services will be reviewed by the District's Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of the District.
- C. Consultant must notify the District in writing when it completes each deliverable described in the Schedule(s) and provide the District with such deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by District. Within thirty (30) calendar days of receipt of each deliverable, the District will either (i) notify Consultant that the District accepts the deliverable, or (ii) notify the Consultant that the deliverable is not acceptable and must be revised. The District will be deemed to have accepted any Deliverable if District does not provide Consultant with written notice of objections to any Deliverable within such thirty (30) day period.
- D. If the District advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to the District, those deficiencies as soon as possible and shall notify the District upon completion of the revised deliverable and submit to the District.

The District will then review the revised deliverable and within thirty (30) calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to the District and this process will continue until Consultant has corrected all deficiencies identified by District.

- E. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the services as otherwise required by the terms and conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions will not result in additional costs or expenses to the District.

3. **Access to District Facilities.** The District will facilitate access to District facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

1. **Total Not-to-Exceed Amount.** Payment for all Services, other than Supplemental Services, performed by Consultant to the satisfaction of the District, as described in the Schedule(s) will be based on the Total Fixed Fees shown in Attachment One of the Schedule(s). Payment for Supplemental Services will be based on a time and material basis, subject to the hourly rates and not-to-exceed amount shown in Attachment One of the Schedule(s). The District will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule(s). Payments made by the District to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s) if any, equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the services. Consultant agrees that it will complete the Services within the total not-to-exceed amount associated with that Schedule.
2. **Consultant Invoices.**
 - A. Consultant shall issue the District an invoice based on the milestones specified in the Project Planning Workplan prepared under Task 1. Before submitting the invoice, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. The District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
 - B. The invoice must include a progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project Planning Workplan and the Project Schedule in Attachment Two to the Schedule(s) that applies to the specific scope of Services, and within the total not-to-exceed amount in accordance with Attachment One to the Schedule(s). The progress report shall document the Tasks and Sub Tasks within the Scope of Services in SCHEDULE 1 that have been completed; document the progress of ongoing Tasks and Sub Tasks; and enable the District to evaluate the Consultant's progress and performance towards completion of the Services. The progress report shall include:
 - I. An assessment of actual versus planned progress in completing the Services, including a description of the Tasks, Sub Tasks, Milestones, and Deliverables completed to date;
 - II. A look ahead schedule listing deliverables and activities planned for the next milestones;
 - III. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Project Schedule; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;

- IV.A summary of performed Tasks, Sub Tasks, Milestones, and Deliverables to date;
 - V. For any proposed change to the scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - VI.A statement that all tasks, as specified in this Agreement, shall be completed within the total not-to-exceed amount; and
 - VII.Any changes, if any, to Consultant's key staff assigned to the Project.
- C. Consultant shall send all invoices to:
- Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- D. In addition to ensuring that each invoice is accompanied with a progress report, Consultant must also ensure that each invoice contains the following information:
- I. Agreement Number
 - II. Full Legal Name of Consultant/Firm
 - III. Payment Remit-to Address
 - IV. Invoice Number
 - V. Invoice Date (the date invoice is mailed)
 - VI. Beginning and end date that services were provided
- E. District's Project Manager will review Consultant's written invoice within ten (10) District business days of receipt, address any questions with Consultant's Project Manager and approve the undisputed amount of the invoice within fifteen (15) working days of receipt of the invoice. District will pay undisputed invoice amounts within thirty (30) calendar days from date invoice is received by District's Project Manager.
- F. Supplemental services provided on a time and material basis as described in the Schedule(s) will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required services.
3. **Retention.** Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds twenty thousand dollars (\$20,000), five (5) percent of each invoice will be withheld by the District and not paid to Consultant until thirty (30) calendar days after the assigned District representative signs off the final approval for all services/deliverables as stated in the Attachment Two to the Schedule(s).

SECTION FIVE

SCHEDULE OF COMPLETION

1. **Performance of Tasks.** Consultant will commence performing the tasks described in the Attachment One of the attached Schedule(s) to this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.
2. **Project Schedule Table.** Consultant will perform and complete the Services described in the attached Schedule(s) within the timeframe specified in the Project Schedule table (Project Schedule) contained in Attachment Two to the Schedule(s).
3. **Monitoring of Project Schedule.** The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by the District.
4. **Project Delays.** The parties will make all reasonable efforts to comply with the Project Schedule. In the event the Project Schedule will be delayed, the party responsible for the delay will notify the other party as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event that Consultant is delayed in performance of its services by circumstances beyond its control, the District may in its discretion grant a reasonable adjustment in the Project Schedule. In the event that the District fails to provide the resources, work effort, or other agreed tasks specified within the Schedule(s), the parties will mutually agree on a reasonable adjustment to the Project Schedule(s).
5. **Changes to the Project Schedule.** The District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

The Parties may agree to modify the terms and conditions of this Agreement by executing a written amendment hereto.

SECTION SEVEN

TERM AND TERMINATION

1. **Term & Automatic Termination.** This Agreement becomes effective when: (i) it is executed by both Parties, and (ii) at or around time this Agreement is executed, both Parties executed the "Software as a Service (SaaS) Master Subscription Agreement" for the Software-as-a-Service Solution described in Schedule 1 (Scope of Services). No contract between the Parties is formed until both items described in this Section Seven, Article 1 have been accomplished. This Agreement encompasses all Services that Consultant is

responsible to perform within the time limits and total not-to-exceed amount set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within the total not-to-exceed amount specified in the applicable Schedule.

2. District Rights.

- A. **Suspension:** The District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual task. The District may subsequently terminate this Agreement or any task for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
- B. **Termination for Convenience:** The District may, by written notice to Consultant, terminate all or part of this Agreement or any task at any time for the District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3, Consultant's Compensation Upon Termination or Suspension.
- C. **Termination for Breach:** If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a task, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from the District specifying such failure or violation, the District will thereupon have the right to terminate this Agreement and any or all uncompleted Tasks by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
- D. If, after notice of termination for breach of this Agreement or any task, it is determined that Consultant did not breach the Agreement or task, the termination will be deemed to have been effected for the District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- E. The rights and remedies provided herein to the District are in addition to any other rights and remedies provided by law, this Agreement, or a task.

3. Consultant's Compensation Upon Termination or Suspension. In the event of termination of this Agreement or any task order, or suspension of Services by the District, Consultant shall receive compensation based on satisfactory performance, accepted by the District, as follows:

- A. **For Direct Labor—**Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or task order and all authorized labor expenses incurred to demobilize from the Project after the date of termination.

- B. For Other Direct Costs and Expenses—Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.
- C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable task for that item of Service.
4. **Survival.** The terms and conditions of this Agreement, that by their context and a standard of reasonableness, are intended to survive termination, suspension, completion, and expiration of this Agreement, shall survive, including but not limited to, the following Sections and subsections: Independent Contractor Status, Confidentiality, Indemnification, Insurance Requirements, and Dispute Resolution as well as any Consultant representations and warranties.

SECTION EIGHT

INDEMNIFICATION

Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless the District, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in Appendix Three to the Standard Consultant Agreement, Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in Appendix Three to the Standard Consultant Agreement, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP

As between the Parties, the District shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, designations, designs, know-how, ideas and information made or conceived or

reduced to practice, in whole or in part, by Consultant during the term of this Agreement in connection with Services or any Proprietary Information (collectively, "Work Product") and Consultant will promptly disclose and provide all Work Products to the District. The District shall retain all copyright, patent, trade secret, trademark and any other intellectual property rights ("Intellectual Property Rights") in the Work Product. Consultant hereby assigns to the District at no additional consideration all right, title and interest and all Intellectual Property Rights in such Work Products and all extensions and renewals thereof. Consultant agrees to execute a written assignment of such rights in the Work Products to the District and any other documents necessary for the District to establish, preserve, perfect or enforce its Intellectual Property Rights in the Work Products if so requested by the District. Consultant hereby agrees not to assert at any time, and otherwise waives, any "moral rights" that Consultant may have in the Work Products, and Consultant hereby assigns to the District all moral rights therein. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be prohibited from utilizing any "skills or knowledge of a general nature" that Consultant acquired prior to the rendering the services specified under this Agreement. For purposes of this Agreement, "skills or knowledge of a general nature" shall include, without limitation, information publicly known or that could reasonably have been acquired in the conduct of similar work performed for another customer.

SECTION ELEVEN

EQUAL OPPORTUNITY

- 1. Equal Opportunity Employer.** The District is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.
- 2. Compliance With Applicable Equal Opportunity Laws.** The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); California Labor Code Sections 1101 and 1102.

3. **Investigation of Claims.** Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by the District. The District will refer complaints in writing and Consultant will advise the District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, Subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. **Entire Agreement.** This Agreement, which includes the terms and conditions, the Schedule(s), the Attachments to the Schedules, and the attached Appendices, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.
2. **Formation of Agreement.** Formation of an Agreement between the Parties requires accomplishment of the following: (1) execution of the Agreement by Consultant; (2) submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents; (3) submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable; (4) submission by the Consultant of the QEMS Awareness certification; (5) submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable; (6) submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable; (7) any other requirements that are deemed necessary by the District, and (8) execution of the Agreement by the District. No contract between the Parties is formed until all eight actions items have been accomplished to the satisfaction of the District. The District Project Manager will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District.
3. **No Assignment.**
 - A. The expertise and experience of Consultant are material considerations for the District's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of the District in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of the District.

- B. In no event, shall an assignment of any interest in this Agreement release the Consultant from its duties and responsibilities as described in this Agreement nor shall the Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without the District's written consent in the form of an amendment executed by the Parties is null and void.
4. **Reasonableness.** Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.
5. **Gifts.** Consultant hereby acknowledges that the District policy prohibits the acceptance by District personnel of gifts of any kind from its contractors, consultants, suppliers or vendors. Consultant shall honor this policy by not sending or bringing gifts to the District.
6. **Audits.** During the Term and no more than once per calendar year (unless otherwise required by law or other regulation), upon thirty (30) days' written notice to Consultant, and in a manner which does not unreasonably interfere with Consultant's business operations and at the District's own expense, the District may undertake or engage the District staff and/or a third party (in either case, an "Auditor") to review and audit the services being performed under the Agreement as well as Consultant's and Consultant's subcontractors' systems, data security, data security program, application security, physical security, and/or business continuity plan. Such audit may include (but is not limited to) (i) the parts of any Consultant facility at which Consultant is providing such services to the District, (ii) Consultant personnel providing such services, (iii) data and records relating to such services to verify the integrity, security and privacy of the District's confidential information and the District Data and to examine the Consultant systems that process, store, support and transmit such data, (iv) internal audits and test results related to its security program, (v) any external audit reports or test results related to Consultant's security program, and (vi) any records or reports related to any billing or fees charged to the District under this Agreement. The Auditor may examine Consultant's data practices and procedures, management systems, general controls and security practices and procedures, business continuity plan including disaster recovery and backup procedures, incident or investigative records and any other aspects of such services reasonably related to the District. The Auditor shall comply with all reasonable confidentiality, non-solicitation and security requirements that Consultant may reasonably impose but such auditor may nonetheless request, copy and examine any books, records, or other documents which the District itself could request, copy and examine under this Agreement.
7. **Force Majeure.** Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data that it is required to provide pursuant to this Agreement.
8. **Binding Effect.** This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties.
9. **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.

10. Confidentiality.

- A. Due to the nature of the services the Consultant will provide pursuant to this Agreement, there may be disclosures made to the Consultant of detailed information about the District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality and privacy laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees authorized by the District to have the information. Consultant shall also take all reasonable precautions to prevent the disclosure of the confidential information to third parties or those employees without a need to know.
- D. Consultant will notify the District immediately of any request by any third party to have access to confidential information, and will not disclose the requested information without first receiving express written authorization from the District.
- E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited. The Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. The Consultant will not release any information pertinent to the Project for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to the District. Consultant will not communicate with the media regarding any such matter.

12. Conflict of Interest.

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to the District, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary

unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.

- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
- I. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement shall file in a manner prescribed by the District an Assuming Office Statement. The Assuming Office Statement shall be filed:
 1. Within thirty (30) calendar days of the effective date of this Agreement; and
 2. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - II. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform Services pursuant to this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District an amendment to their Form 700 any time there is a change to their disclosure information.
 - III. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform Services pursuant to this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District an Annual Statement during the District's annual filing season as determined by the District Clerk of the Board;
 - IV. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform Services pursuant to this Agreement that filed an Assuming Office Statement shall file a Leaving Office Statement in a manner prescribed by the District when one of the following occurs:
 1. Upon termination of this Agreement; and
 2. Within thirty (30) calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).

V. Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), Subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.

VI. The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed herein or by the District is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders. Consultant shall not perform any Supplemental Services identified in the Schedule(s), unless a Task Order is issued by the District describing those services. After supplement services the District seeks Consultant to render are identified and communicated to Consultant by the District Project Manager, the Consultant will prepare a proposed task order (See Appendix Two to the Standard Consultant Agreement—Task Order Template.) that identifies all of the following:

- A. Description of the supplemental services, including deliverables;
- B. The total Fees for Consultant to complete the supplemental services, including estimated number of hours per assigned staff to complete the supplemental services;
- C. Proposed staff that will be assigned to complete the supplemental services, including resumes if not previously provided to the District's Project Manager;
- D. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
- E. Time schedule for completing the supplemental services; and
- F. Copies of applicable state and federal permits required to complete the supplemental services, unless previously provided to the District.
- I. The Consultant agrees that the Fees specified in a proposed task order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized task order will be signed by both the District's authorized representative referenced in Appendix One to the Standard Consultant Agreement, Additional Legal Terms (Appendix One) and the Consultant's authorized representative.

14. Notice to Proceed. The Consultant must not commence the Services until notice to proceed has been issued by the District's Project Manager.

15. Good Neighbor. The District always strives to be a good neighbor to the community adjacent to its facilities. The Consultant will ensure that disturbance to neighbors is

minimized. The Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.

- 16. District Quality Environmental Management System (QEMS) Awareness.** As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, which is incorporated herein by this reference hereto (Attachment Four to the Schedule(s), Reference Materials), with any of the employee(s), subcontractor(s), and/or Subconsultant(s) (Staff) performing Services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.
- 17. Governmental Permits and Notifications.** Unless otherwise expressly stated herein or in an executed task order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify the District if any such permit or approval lapses, or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in the District's name, Consultant shall promptly so inform the District and shall assist the District in obtaining such permits or approvals.
- 18. Taxes and Benefits.** Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.
- 19. Nonwaiver of Rights.** The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.
- 20. Notices.** Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

DISTRICT:

Deputy Administrative Officer (as listed in Section 1 of the attached Schedule(s)).

CONSULTANT:

Consultant Principal Officer (as listed in Section 1 of the attached Schedule(s)).

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

Appendix One to—Additional Legal Terms.
Appendix Two— Task Order Template
Appendix Three— Insurance Requirements.

22. Schedule(s) and Attachments. Schedule 1, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule 1 — Fees and Payments
Attachment Two to Schedule 1 — Schedule of Completion
Attachment Three to Schedule 1 — Consultant's Key Staff and Subconsultants
Attachment Four to Schedule 1 – Reference Materials

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date it is fully executed by the Parties.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: 
Barbara Keegan

Chair/Board of Directors

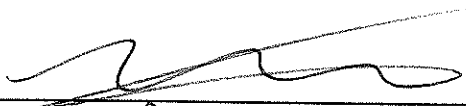
Date: 9/13/16

ATTEST: 

Michele L. King, CMC

Clerk/Board of Directors

VENA SOLUTIONS USA INC.
"Consultant"

By: 
Name/Title Rishi Grover
President

Date: 8/26/2016

Firm Address:

1971 Western Avenue, #1125
Albany, NY 12203

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**APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
ADDITIONAL LEGAL TERMS**

1. **Conflict of Interest—Future Services.** Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal: (i) for any contract to be awarded for any project that is related to the services provided pursuant to this Agreement; (ii) in response to any request for proposal or the District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or (iii) for any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.
2. **Task Order Approvals.**
 - A. Task Orders are subject to approval by the District's Deputy Administration Officer of the Information Technology unless delegated to the Information Technology Division's Senior Project Manager.
 - B. The Information Technology Division's Senior Project Manager is authorized to approve individual Task Orders in an amount not-to-exceed \$10,000 Authorization Amount.
 - C. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District.
3. **Vesting of Rights.** Consultant agrees to assign, and upon creation of each Deliverable automatically assigns, to the District, its successors and assigns, ownership of all United States and international copyrights in each and every Deliverable, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by Consultant for the District. From time to time upon the District's request, Consultant and/or its personnel must confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as the District may request. The District, its successors and assigns, have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Deliverables.
4. **Preexisting Work.** In the event that any Deliverable constitutes a Derivative Work of any preexisting work, Consultant must ensure that it informs the District of (1) the nature of such preexisting work, (2) its owner, (3) any restrictions or royalty terms applicable to Consultant's use of such preexisting work or District's exploitation of the Deliverable as a Derivative Work thereof, and (4) the source of Consultant's authority to employ the preexisting work in the preparation of the Deliverable. Unless otherwise specifically agreed in the Scope of Services pertaining to such Deliverable, before initiation of the preparation of any such Deliverable that is a Derivative of a preexisting work, Consultant will ensure the District, its successor and assigns, to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.

**APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
ADDITIONAL LEGAL TERMS**

- 5. Patent License.** In addition, Consultant hereby grants to the District, its successors and assigns, the royalty-free, worldwide, nonexclusive right and license under any patents owned by Consultant, or with respect to which Consultant has a right to grant such rights and licenses, to the extent required by the District to exploit the Deliverables and exercise its full rights in the Deliverables, including (without limitation) the right to make, use and sell products and services based on or incorporating such Deliverables.
- 6. Avoiding Infringement.** In performing the Services under this Agreement, Consultant agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant becomes aware of any such possible infringement in the course of performing work under the Scope of Services issued hereunder, Consultant must immediately notify the District in writing.

**APPENDIX TWO TO THE
STANDARD CONSULTANT AGREEMENT
TASK ORDER TEMPLATE**

Task Order No. _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("District") and _____ ("Consultant"), dated _____.

District Project Manager: _____

Consultant Project Manager: _____

Dollar Amount of Task Order: Not-to-exceed \$ _____

1. Upon full execution of this Task Order Number: _____, as set forth in Revised Appendix One, Scope of Services, Article VI. Additional Terms and Conditions, paragraph E. Task Orders, and issuance of a notice to proceed by the District Project Manager, the Consultant is hereby authorized to perform the services described in Attachment A to this Task Order. Any costs incurred, services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the notice to proceed will be considered outside the contracted scope of services and will not be eligible for payment.
2. Both the scope of services to be performed and the deliverables to be provided under this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A identifies the following:
 - a. The Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District's Project Manager.
 - b. The estimated number of hours required to perform the services assigned to each assigned Consultant personnel.
 - c. Estimated cost of each reimbursable expense, including any applicable fees.
 - d. Project schedule for completing the scope of services.
3. The Consultant shall be compensated at the hourly rates established in Revised Appendix Two of the Agreement. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of signature by the District Deputy Operating Officer and the Consultant Project Manager, and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or {enter expected completion date}.
5. Copies of applicable state and federal permits required to complete the work in Attachment A are attached to this Task Order, unless the Consultant Project Manager previously provided the appropriate permits to the District.
6. The Consultant shall perform all services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.

**APPENDIX TWO TO THE
STANDARD CONSULTANT AGREEMENT
TASK ORDER TEMPLATE**

7. SIGNATURES:

Signature/Print Name:

Vena Solutions USA, Inc.

DATE

Print Name

Print Title

Signature/Print Name:

SANTA CLARA VALLEY WATER DISTRICT

DATE

Print Name

Print Title

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APPENDIX THREE TO THE STANDARD CONSULTANT AGREEMENT INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), 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.

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 the District with copies of original endorsements affecting coverage required by this Appendix. 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 the District before services commences.** In the event of a claim or dispute, the 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 Appendix.

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

REQUIRED COVERAGES

Commercial General Liability (CGL) with a limit of \$2,000,000.00 per occurrence for bodily injury, including death resulting therefrom, personal injury, property damage and advertising injury. Such coverage shall include contractual liability coverage recognizing this Agreement, products and/or completed operations liability and premises liability. Such coverage shall also cover the District as an additional insured;

Commercial Automobile Liability with a \$2,000,000.00 combined single limit for bodily injury, including death resulting therefrom, and property damage, covering all non-owned and hired automobiles. Such coverage shall also cover the District as an additional insured;

Workers' Compensation coverage as required by statute for the state in which the professional services which shall be performed, covering all employees, including Employer's Liability coverage with limits of \$500,000 for each employee, and each accident.

Professional Liability coverage concerning the acts, errors, and omissions of Consultant and Consultant's liability for its employees, agents and subcontractors with a limit of not less than \$5,000,000.00 per claim. This Professional Liability Policy shall include an endorsement which expressly includes claims related to cyber liability protection and any other theft, loss or unauthorized disclosure of confidential information or third party corporate information that is in the care, custody or control of Consultant, as well as network and information security and communications and media. The definition of "professional services" within the policy of

APPENDIX THREE TO THE STANDARD CONSULTANT AGREEMENT INSURANCE REQUIREMENTS

professional liability insurance shall include the services provided by Vena, its employees, agents, and subcontractors under the terms of this Agreement.

In accordance with the provisions of Section 3700 of the California Labor Code, Consultant is required to secure Workers' Compensation insurance for its employees. Consultant must obtain and keep in full force and effect Workers' Compensation insurance necessary in connection with the performance of this Agreement to protect Consultant and its employees pursuant to the Workers' Compensation Insurance and Safety Act, including coverage pursuant to United States Longshoremen's and Harbor Worker Act, when applicable. Such insurance must be in a standard form and relieve the District of all responsibility. Prior to performing the Scope of Services, Consultant must provide the District with a certificate(s) of insurance evidencing that said requirements are fully in effect in addition to the requirements.

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 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 services. 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: 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. Note: Editions dated 07/04 are not acceptable.)
2. **Primacy Clause:** Consultant's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST provide Thirty (30) days notice of cancellation, (ten (10) days notice for non-payment of premium).** NOTE: The standard wording in the ISO Certificate of Insurance is **not acceptable**. The following words must be crossed out or deleted from the standard cancellation clause: ". . . endeavor to . . ." AND ". . . but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
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 Management Administrator.
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,

**APPENDIX THREE TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

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.

6. **Subconsultants:** Some of the services pursuant to this Agreement are sublet. The Consultant must require each of its Subconsultants of any tier to carry the aforementioned coverages, or Consultants may insure Subconsultants pursuant to its own policies.
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.
8. **Coverage to Be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees on 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, or Professional policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
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.
11. **Please mail the certificates and endorsements to:**

**Fang Lu, Senior Project Manager
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note:

**Fang Lu, Senior Project Manager
Budget and Capital Planning and Reporting Project, CAS #: 4712**

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

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**ATTACHMENT ONE
TO SCHEDULE 1
FEES AND PAYMENTS**

This Schedule 1, Scope of Services, describes the professional services to be performed by Consultant for the District's **Budgeting, Financial Forecasting and Capital Planning project** (Project). The District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional services.

1. Representatives.

A. The District Project Manager (DPM) for this Agreement is:

Fang Lu
IT Program Manager
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: (408)630-2278
E-mail: flu@valleywater.org

Sudhanshu Tikekar (Division Deputy Officer)
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: (408)630-2424
E-mail: STikekar@valleywater.org

Unless otherwise provided in this Agreement, all correspondence to the District shall be addressed to the District Project Manager.

B. The Consultant's Contact and Principal Officer for this Agreement is:

Greg Tatko (Consultant Principal Officer)
West Region Sales Manager

1971 Western Ave #1125
Albany, New York 12203

Phone: (208) 841-9955
E-mail: gtatko@venasolutions.com

All District questions pertaining to this Agreement shall be referred to the Consultant's Project Manager. All correspondence to Consultant shall be addressed to the address set forth above.

2. Project Objectives.

The Santa Clara Valley Water District (District) is to implement a budget, financial forecasting, and capital planning system. Services Consultant will conduct also include system implementation, integration, acceptance testing, user training, warranty and post

**ATTACHMENT ONE
TO SCHEDULE 1
FEES AND PAYMENTS**

warranty support, allowing the District to implement an integrated system. This system should provide a minimum 15-year term of life and licenses for the District.

The solution will provide the functionality as follows:

- A. Budgeting System
- B. Capital and Operations Financial Planning
- C. Long Term Financial Forecasting
- D. Integration with PeopleSoft ERP
- E. Publishing System Integration

3. General Project Requirements and Assumptions.

Below is a list of general project requirements:

- A. **Audit.** The System shall comply with: ISO 27001 (Information Security Management Systems), NIST 800-53 Standards (Security and Privacy Controls for Information Systems), and SAS70 for Personal Information Protection and Electronic Document Act. All documentation required during and after implementation must be available to the District before hand-off. All documentation must be stored in District provided location.
- B. The District will not be charged for any items outside of the cost agreement on this SOW.
- C. **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.
- D. **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, where applicable. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables, where applicable, shall be printed in professional quality presentation and submitted in 5 (five) copies. The District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- E. **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.
- F. **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. If requested, the Consultant will perform some of the contract tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the DPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.

**ATTACHMENT ONE
TO SCHEDULE 1
FEES AND PAYMENTS**

- G. Consultant Responsibility.** Consultant, with its expertise in the provision of the listed services, 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 Preliminary Scope of Services.
- H. 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.
- I. File Exchange Service.** Consultant will provide a file exchange service to facilitate communications; particularly of large files over ten (10) Gigabits. 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 will not be responsible for delays in completing Project work. Consultant may need to work with District's Information Technology Unit to address any firewall issues and/or permissions required to allow for these communications.
- J. Service Level requirements**

Requirements	Description	Objectives
System Performance Objective	Data entry: Equivalent performance as keying into Excel. Simple queries and reports Complex queries and reports Data upload through templates Note: Performance will vary depending on the complexity of the template and the volume of data. It is also dependent on the hardware specifications of the Client PC (i.e. CPU, Memory, Network speed). We will strive for these objectives, but will not be guaranteed. Performance issues can be reviewed by the Consultant's Product Support team for advice and guidance.	instantaneous 0-5 seconds 0-30 seconds 0-30 seconds
Historical Data Upload	Number of years that the system can upload the historical data	No limit

**ATTACHMENT ONE
TO SCHEDULE 1
FEES AND PAYMENTS**

3 environments needed	Test, Training, and Production environments for the District Present High-Availability design with production environment. Present all three infrastructure design and network layout.	Ready and tested and signed off by District before go-live Presented in consulting agreement Presented in consulting agreement
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K. Other Administrative Requirements

- I. Use every commercially reasonable effort to respond within 2 hours when Consultant team is requested to provide project status and details directly by the District Project Manager.
- II. Consultant project manager will manage Consultant team issues and communicate with District Project Manager about these issues within 8 hours these issues happened. Report to District Project Manager for any Consultant personnel changes and approvals.
- III. Team on-site and off-site schedule are to be approved by the District Project Manager.
- IV. Team working hours: The Consultant work day is based on an 8 hour work day. The Consultant will be available working within the window of 7am – 6pm PST to accommodate the District's work schedule. Working schedule of each of the team members will be submitted the District PM before the Project starts.
- V. Team members will be available for nights and weekends during high critical phases of the project if needed with advance notice possible in agreement with the District and the Consultant. The District agrees to use every commercially reasonable effort to provide Consultant with five (5) calendar days' advance notice of any nights or weekends where the District believes that Consultant will need to be available, and Consultant agrees to make every commercially reasonable effort to be available for the requested nights and weekends.

L. Other Non-functional Requirements

Requirements	Description	Objectives
Payments	The District will require a payment schedule based on defined and measurable deliverables which will be negotiated with the successful consultant. Under no circumstances will payments be made in advance of work performed. The District will require substantial holdback of contract monies until acceptable	The District requires a sign-off on major milestones before payments are

**ATTACHMENT ONE
TO SCHEDULE 1
FEES AND PAYMENTS**

	performance is demonstrated.	made.
Not-to-Exceed Amount	The consultant shall be required to complete the Project at the total Not-to-Exceed Amount for the Project. No payment for extra services shall be made unless such services and their costs have been previously authorized in writing and approved by the District as an amendment to the contract	
Patent Fees, Patent and Copyright	Patent Fee, Patent, Copyright, Trade Secret and Trademark Fees - Each proposal shall include in the cost any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of this work.	
Software Ownership	Software Ownership, Title, and Licensing - With regard to any software offered for purchase or use by the District, the consultant shall warrant and represent that it is the owner of, or otherwise has the right to grant a license to use any software provided for the purposes for which the software was obtained. Such purposes are set forth in this RFP. The consultant must also certify that title to all software offered for purchase under this RFP is free of all liens and encumbrances.	
Data Migration	Consultant will provide a migration plan to bring all historical data into the system. Plan and activities must verify data integrity and consistency. Consultant will provide a solution and execute on agreed-upon solution if data is found not clean after data migration and conversion.	A migration plan, and the execution of the plan during implementation.
System Compatibility	Windows (7) and above Microsoft Office (2010) and above IE 10 and above, Firefox, and Chrome iPads, Microsoft Surface Pro and other tablets.	Maintain compatibility with latest releases. District scheduled to upgrade to MS2016 and

**ATTACHMENT ONE
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		Windows 10 in the next 6-12 months.
Integration	Consultant will provide an integration plan with PeopleSoft, test the integration and fix any errors during implementation.	
Data Liberation	Consultant will provide a plan and a solution to allow quickly move all of the data out of the system in an open, interoperable, portable format at no additional cost and in one fell swoop in the event that the District wishes to discontinue the product	
Support	District will Use the Maintenance and Support option presented in RFP.	
Business Continuity	As addressed in 'Vena Solutions BCP v1.6' document.	

M. Project-Specific Requirements.

- I. The District expects a complete and configured system which conducts the development of the District's operating and capital budgets, long-term Financial Forecasting, Capital Planning, and, Financial Reporting and Monitoring. Additionally, the system is expected to provide a dashboard functionality to monitor budget versus actual expenditures.
- II. System will accommodate 275 users with security configurations of users, groups and roles.
- III. The Consultant will work with the District to define and import all the required tables, chartfields, and trees, etc. and allow system admin to create multiple hierarchical structures for rollup. The system will display data in reports based on each tree that was created.
- IV. The Consultant will provide an initial set of 43 reports, queries and templates. The consultant shall also provide all the training and knowledge necessary for District staff to develop reports, queries, and templates required to meet future needs. The report templates should allow user options/flexibility to view information with different cuts in a way that is similar to pivot table functions. The user may need to manipulate multiple fields to get to the correct information in the pivot table, however

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the report templates should be able to provide accurate information based on one user's key strokes.

Below is a list of general project assumptions:

N. Overall Assumptions:

1. There will be a single point of data entry for all data types.
2. Primary key fields will be identified.
3. Data points are shared across multiple functions, versions, and reports.
4. Data generated from other systems will integrate with Vena's system and pre-populate data entry interface. The database will include calculated fields and summary reporting hierarchy.
5. The database will translate "actual dollars" into "dollars in thousands" or "dollars in millions" where needed.
6. Reporting function allows creation of reports on-the-fly (With Drag & Drop or Data Selection capabilities).
7. Approvers will be able to approve revisions via their mobile phones or tablets.
8. Workflow capability will govern stages and approvals, data links to other workflow processes, and facilitate communications to all stakeholders.
9. Tables from PeopleSoft HRMS will have key fields associated with each name.
10. All Historical data will be migrated including adopted and adjusted budget, monthly adjustments, expenses, revenues, transfers and annual actuals. All data storage cost is included in the subscription fees and the District will not be responsible for any storage cost incurred during the implementation and data migration.
11. Reporting output and data downloads in multiple formats.
12. Central updates to data assumptions pushed to users at any point in the workflow.
13. Versions will be managed centrally.
14. District IT will not implement any server, database or programming changes for Vena Solution. All server and database maintenance tasks are to be administered by Consultant.
15. A System Administrator role will be created that will have the security and permission to create templates, update table configurations, maintain users, workflow, etc. There could be several levels of 'users' depending on business needs.

O. Budget (Annual or biannual) Preparation Assumptions:

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1. Operating and capital budgets will automatically roll over each fiscal year with pre-populated data entry templates.
2. Workflows and approvals are identified through the Budgeting unit.
3. The system completion date for Budget, Operational Forecasting and Capital Planning will be December 2017. The Budget module will be targeted to go-live by mid January 2017 in order to ensure budget development for FY2017-18. The Consultant will target for December 2017 as a completion date. However, the completion date will be dependent on project start/initiation date and agreed upon between the Consultant and the District.

Historical budget and actual trends as well as forecasting information will be viewed as references when preparing next year's budget.

P. Capital Planning Assumptions:

1. The Project Plan will be the primary source of data entry for Capital projects, excluding data generated from external sources such as PeopleSoft.
2. Data contained in the Project Plan will be automatically disseminated to the Budget and Financial Forecasting modules as dictated by the District.
3. Project Plans will be developed using a template designed to mimic the current project plan format (Template yet to be developed).
4. System will link specific data points in the CIP PowerPoint Presentations to the database to ensure consistency.
5. System will link specific data points in the CIP Document to ensure consistency.
6. Active Capital Project Plans will automatically roll-over each fiscal year (remove prior year's planned expenditures, recalculate and update the Total Prior Year's Actual expenditures and automatically add the next fiscal year to the template for the 15-year forecast).

Q. Operations Forecast Assumptions:

1. Assumptions, allocations, factors, etc. that feed the forecasting template will be managed centrally.
2. The forecasting template will automatically roll over each fiscal year (for example, will be able to remove current year plan and convert to Actual; Add new column for the 15-year forecasting).

5. Project Tasks.

Task 1— Project Planning Work Plan. Consultant will prepare a Project Planning Work Plan in accordance with this Scope of Services.

The Project Planning Work Plan will include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their

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roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.

The Consultant is expected to conduct the following activities:

1. Refine and manage the resource loaded project plan, update and maintain the plan, and measure progress against the plan.

Deliverables:

A Project Planning Work Plan

Task 2 - Project Management.

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Attachment One to Schedule 1, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule 1, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet the District and Project requirements.

2.1 Project Management Documents

- a. Develop regular project management status reports and making presentations to the District business and technical stakeholders as needed.
- b. Provide all templates for all documentation for project management to the team and District Project Manager (DPM).
- c. Track all project issues and bringing them to the District Project Manager for resolution on at least weekly basis.
- d. Consultant will develop a Communication Plan to address the approach and frequency on how to communication the project to the District.

Deliverables:

- a. A Communication Plan
- b. Templates for all documentation needed
- c. Weekly issue-tracking reports
- d. Weekly project status reports
- e. Presentation material and slides for all stakeholders' meetings

2.2 Progress Meetings and Workshops.

District and Consultant key staff and sub consultants as determined necessary and appropriate by Consultant, subject to DPM approval, will coordinate and attend periodic progress meetings and workshops with District staff, regulatory and resource agencies, and review boards, as needed, to review, discuss and progress of the work. For each

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meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by the District.

The Consultant must be prepared to discuss overall project status, milestones, accomplishments, schedule, resources, issues, risks, and action items, and provide other relevant observations and advice. These meetings include the following:

1. *District Project Manager* - The Consultant's Project Manager will meet at least weekly or as otherwise required by the District Project Manager to discuss the overall project status, milestones, accomplishments, schedule, resources, issues, risks, and action items, and any other observations and advice.
2. *Project Team* - The Consultant's Project Manager will meet weekly or as otherwise required with the complete Project Team to discuss the overall project status, milestones, accomplishments, schedule, resources, issues, risks, and action items, and any other observations and advice.
3. *Steering Committee* - The Consultant will attend and participate in Project Steering Committee meetings, and prepare and present the bi-weekly written status reports and deliverables.
4. *Other Periodic Meetings* – The Consultant shall meet with representatives from the District's departments and Information Technology as appropriate to share information on the project.

Deliverables:

All meeting minutes and reports required for these meetings.

2.3 Survey.

The Consultant will conduct Survey and develop analysis Survey reports after each major milestone to gauge customer satisfaction.

2.4 Develop an Organizational Change Management (OCM) Strategy.

The Consultant will develop a recommended Organizational Change Management Strategy (OCM) for the project. The Strategy will address the required business process reengineering to implement the new business processes at both the District and departmental level. Organizational Change Management will also include departmental readiness plans and activities. The District understands that an OCM strategy should address at least the following topics:

- a. The organizations' change capacity
- b. Structures to support change
- c. Stakeholder identification
- d. Business process redesign and impact analysis
- e. Change sponsorship
- f. Documentation of changes
- g. Coaching / consultation assistance for departments
- h. Resistance management
- i. Departmental readiness

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Deliverables:

- a. A Change Management Plan that includes all of the business process, system and organizational change management activities above required to meet the District's vision, goals and objectives.
- b. The plan will address the Change Management mechanism to be used for this implementation.
- c. The plan will specify your definition of Organizational Change Management and major components and activities you would conduct for OCM.
- d. The plan will include a description of the division of labor between the Project team and the District departments with respect to business process re-design and the approach, tools and methodology required to execute and manage departmental readiness.
- e. The plan should address how your firm would divide effort between your team and District resources related to the OCM activities.

2.5 Develop a Testing Strategy.

The consultant will develop a strategy of the recommended approach to conduct:

- a. Unit Testing
- b. System Testing
- c. Integration Testing
- d. End-to-End Testing
- e. Performance and Load Testing
- f. User Accepting Testing
- g. Backup and Restore Testing

The strategy should define the approach for developing test cases, use of automated test tools, defect resolution and management, regression testing, and testing progress reporting. The strategy will describe the District and the consultant's responsibilities related to testing.

For Acceptance testing, the Consultant will provide details on approach including timeline and the acceptance criteria template.

The Consultant will potentially accommodate at least 2 successful budget cycles based on historical data before go-live.

Acceptance by both District users and IT support are formally documented and signed off.

All testing have to be documented with the testing plan, the testing process and steps, owners and participants, and result, and signed off by District business users and/or IT support.

Deliverables:

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A testing strategy documentation describing the approach, methods tools and resources to be used to plan, schedule, execute and manage the multiple system related testing phases that will occur during implementation.

2.6 Additional Review Meetings.

Consultant will recommend convening and attending meetings, workshops and consultations with the District as needed to complete the Planning tasks.

2.7 Training.

The consultant will provide functional training documentation for end-users and administrators.

2.7.1 Develop Knowledge Transfer Strategy –

The consultant will develop a Knowledge Transfer (KT) Strategy that identifies how the District employees including the project team and end users will receive knowledge from the consultant's subject matter and technical experts in order to perform production activities successfully.

Deliverables:

A training strategy report with the Knowledge Transfer Strategy that addresses the following topics:

- a. Identify specific KT tasks within the project plan that coincide with deliverables requiring KT.
- b. Identify the methods for KT: classroom, mentoring, review documentation, testing, other.
- c. Identify methods to determine when KT is complete and successful and when it is not.
- d. Provide KT updates to the District in the periodic status reports.

2.7.2 Develop a Training Plan –

Consultant will provide a complete plan for training District personnel and technical staff at a variety of levels.

Deliverables:

- a. A training plan which includes functional and technical training for information systems staff, internal project team, super users and end users.
- b. The plan will provide trainer's qualifications and experience to conduct such training.
- c. The plan will contain cheat sheets for How-To's for each functional area.
- d. The plan will outline subjects, schedules, and number of students, Curriculum, training materials, and classroom and one on one instruction.
- e. The plan will provide details on training approach with number of hours, days, weeks, for each of the following different training format, including 'train-the-trainer', workshops, brown-bags, labs, remote, etc..

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- f. The plan will include details on training during system cut-off and go-live based on cut-off plan.
- g. The plan will include the training scope of:
 - 2 technical system administrators
 - 15 super users (and SMEs)
 - 275 regular users.
- h. Consultant will conduct all training defined in the agreed-upon training plan.

2.7.3 Conduct Project Team Training –

The consultant will provide training to familiarize the District project team with capabilities and features the new Vena Solution. This training is intended to enable the District project staff to be productive during upgrade activities.

Conduct direct, hands-on, classroom, and on-line training to demonstrate the complete business process cycles from data entry through the resulting system processes and results, based on the Training Plan and Training Strategy.

2.7.4 Form On-going Training Plan:

Deliverables:

An on-going training plan providing mechanism and approach details and rough estimate amount of time, daily, weekly, monthly, etc. per each of the following user groups: 2 Technical system administrators, 1 super users and SMEs, and 275 users, for on-going training needs. This plan is expected to be signed off by District Project Manager before go-live.

Task 3—Data Collection and Investigation.

The purpose of this task is to review existing information and perform studies and analysis to establish existing conditions and define and confirm the problems and deficiencies. The scope of this task includes but is not limited to:

- 3.1 Review Existing Information.** The Consultant will review all existing information including studies, reports, memoranda, etc., and perform background research, data collection, and field investigation to establish existing conditions. The Consultant will recommend further studies, and assessments, if required, for District approval.
- 3.2 Studies and Analyses.** The Consultant will conduct further studies and assessment, if approved, and will use the information from these studies and analyses together with the existing information, to define and confirm the problems and deficiencies. The Consultant will prepare Technical Memoranda to document these studies and analyses.
- 3.3 Project Requirements.** The Consultant will assist the District with the identification and establishment of the Project requirements. The Consultant will prepare a Project Requirement Memorandum which will be updated periodically.
- 3.4 Solution Design Document.** The Consultant will prepare a Solution Design Document, which will include detailed information on the project background and existing conditions,

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detailed descriptions of the problems and deficiencies, a listing of the project requirements, identification of opportunities and constraints, desired state of the solution, functional requirements, solution design and any refinements to the project objectives.

Task 4 —Project-Specific Sub-Tasks.

4.1 Interface with PeopleSoft.

- a. The System shall update the Consultant Budget database with actual result data from the PeopleSoft financial system and HRMS.
- b. During the implementation process Consultant will develop a tool to allow the adopted budget data to be brought into the PeopleSoft Financials and HRMS.
- c. The System shall refresh data nightly from PeopleSoft to Consultant system,
- d. The System shall interface with the publishing system.
- e. The product interface will provide data load status of the daily PeopleSoft data load. Reports shall contain information such as: start run datetime, end run datetime, total records processed successfully, total records processed unsuccessfully, error message/status.
- f. The System must produce exception report if errors are encountered.
- g. There will be several interface files from PeopleSoft to the System. The system has the ability to run interface for all, for one at a time, or for multiple at a time.
- h. Interfaces between the System and PeopleSoft must have the option to update data where field values are different. The System shall also have the ability to append for new records.
- i. The System shall produce file extract of budgeted data in order to interface into PeopleSoft. File requirements and format will be defined by the District.
- j. The System must have the ability to schedule daily interface runs as well as on-demand runs.

4.2 Salary and Benefit Cost Budgeting & Modeling (Position Management)

- a. The system shall accurately model and forecast all costs associated with positions and employees. Adjustments such as cost of living adjustments, step increase and new benefits etc. can be made centrally. Position costs are generated for 15 years or be broken down on hourly, bi-weekly, or yearly basis. Each position cost is associated to any one (or multiple) program(s) or fund(s). The association/allocation ranges from 0-100% for each program, project and fund. System will import position cost information fully from PeopleSoft HR system. Specific fields include: position number, employee ID, employee name, assigned unit, job title, step, pay grade, job code, bi-weekly pay rate, special pays, pension, health costs, and other benefits.
- b. System will accurately model and forecast all salary and benefit costs which are associated with positions and employees by department/fund. System will calculate direct and indirect salary (vacation, holiday and sick leave) costs. Assume the District will provide calculation logic and details.
- c. System will allow system administrators to view, search and update the position and salary information by employee name, position ID or by department. It will allow system administrators to add positions, move positions, and delete positions limited to those that were added during the budget process. It shall have the ability to model

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total compensation changes (e.g.: salary, special pays, health plan costs, pension rates changes).

- d. System will generate Salary/Position Planning reports for analysis purposes.
- e. When budgeting employee labor hours, the District may or may not use the standard 2080 hours. The District's productive hours are calculated and varies depending on employee's service hours. System must be able to enforce the District's productive hours and convert labor hours to FTE (Full Time Employees). The system shall have the ability to convert FTE to labor hours and labor hours to FTE.

4.3 Overhead Allocation for General and Internal Service Funds. Cost allocation from Master project to Recipient projects.

Consultant will develop an overhead allocation tool for General Fund, Equipment Fund and other Internal Service Funds, in a structured and balanced fashion. For example, Information Technology (IT) department budgets are developed in detail first, then their expenses are allocated out to other departments. Other departments then use a Cost Driver (for example, "Number of Computers") to determine how much of the IT's departmental expenses will go to each recipient. Once the allocation has been run, each recipient's Costing Center will have a Destination Budget Line representing a portion of IT's expenses. And the IT departmental budget will have a Recovery Budget Line that reflects the internal services charges.

The Allocation Tool shall provide the ability to visualize the budget allocation.

- a. The System shall develop cost allocation templates, based on % salaries, number of FTEs, or vehicle numbers per unit, etc. The overhead allocations will be for the following expenses/funds: General and Internal Service Fund, Fleet, Risk and IT Costs. Any additional allocation templates will be drawn from Supplemental Services.
- b. General Fund costs are allocated to all departments/projects in other funds. Once the allocation has been run, system will calculate the reimbursement amounts from non-general funds/departments to the General Fund
- c. The System will support complex arrangements of allocations between many budget elements. Primary key metric fields utilized across functionality. i.e. population, CPI, employee number, and vehicle number.
- d. The System shall allow system admins to view and update the budget allocations by fiscal year.
- e. The System shall provide a report which can be run at any time to verify that hours and dollars in a master project is equal to the sum of the recipient's cost center's hours and dollars.

4.4 Operations Cost Forecast Development.

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Consultant will develop template capabilities for the operations cost project forecast process that allow pre-population of data that is controlled by Finance and triggered by the input of a unit or project number into the template, that supports complex arrangements of allocations, and that allows for automated consolidation and reporting of summary data in a variety of slices. Consultant will develop the forecast workflow capabilities including communications, access control, and status checks, and deliver the ability to easily roll forward for the next annual cycle.

- a. The System shall develop Forecast Template capabilities for Operations Cost Projects
- b. Template shall contain the following timeframes: prior year actual, current year budget, 15 year forecast. Template contains separate sections to gather ""funded"" or ""constrained"" forecast data versus ""unfunded need"" forecast.
- c. Template shall contain the following data fields: regular labor hours, OT hours, Cola %, Regular labor \$'s, OT labor \$'s, Standby/Shift/Special Pay \$'s, Benefit %, Benefit \$'s, OH %, OH \$'s, five categories of account groupings (Direct Services, Direct Supplies, Direct Utilities, Consultants, Other), Comments, priority score %.
- d. Master Data tables that will link to the template shall include: OH rates & OH \$ amounts by project, Benefits rates, COLA %'s, Master/Recipient allocation %'s, Master/Recipient/Not allocated designation by project, Chart of accounts groupings, Project attributes (which link to Project # including Project Manager, Project Name, Ends Policy, Unit #, Division #, Fund #).
- e. Project forecast template has capability to: a) prepopulate data including prior year forecast (ability for Project Manager to override certain prepopulated forecast data); b) allow control of certain input factors globally (i.e. benefits rates, OH rates, COLA %'s, predetermined OH \$ amounts for certain projects); c) drill down into prior year actual details or current year budget details (would be nice but not required).
- f. Template has the capability to capture support schedules and documents that Project Managers want to include in the template (i.e. S&S detail, or task breakout, or staffing details, or contract backup etc.).
- g. The System shall develop the workflow capability (communications to PM's re: deadlines & instructions; input & review access control; status tracking; etc...) and track iterations of forecast template for roughly 400 projects (including historical project splits or combinations).
- h. The System shall develop the capability to generate multiple variations of Summary Forecast reports including summary by master project/Division/Chief, or by recipient project/fund. Deliver two initial reports (summary by master project and summary by recipient project).
- i. The System shall develop the ability to easily roll forward the Operations Cost Project Forecast template and summary reports to the next forecast cycle.

Deliverables:

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- a. Operations Cost Forecast template as described above
- b. Operations Cost Forecast workflow and roll forward capability as described above
- c. Operations Cost Forecast reports as described above

4.5 Budget Development.

Consultant will develop template capabilities for the District users to prepare next year's budget by allowing managers to have the opportunity to utilize/modify the current year's CIP (Capital improvement Program) and Operations Cost Forecast information and post it as next year's proposed budget. The system must have version controls which will serve as budget passes or budget phases. The System must also have the capacity for districtwide resource request workflow approval and validation process.

- a. The System shall generate an Authorized FTEs and Labor Hours Distribution/Request template for Unit/Project Manager to balance his/her unit staff's time to projects and to request resources from other units. The screen should allow unit managers to review positions information, employee names, job titles, and productive hour. Unit managers then assign the hours of an employee to multiple funds, units, and/or projects. The System shall ensure that the assigned hours do not exceed available direct hours. Unit managers must be able to view all the resource demands requested to his/her unit and have the ability to grant or deny the requests. The requestors must be able to receive notifications of whether the request is granted or denied for help further resource planning.
- b. The System shall generate a Services & Supplies template for Unit/Project Managers to propose next years' budget for projects.
- c. The System must allow changing of the proposals where unit managers can request additional staff and/or services and supplies, describe the purpose and justify the request, select position classifications, identify services and supplies, prioritize and categorize the request in multiple centralized ways. Proposals must have various review levels, and if approved, costs and positions should automatically be fed into the budget core data.
- d. The System shall allow the System Administrators to copy the budget and/or actuals data from the previous years, and use them as the basis of the current budget year. Advanced search shall allow power users to view, update, and manipulate large volumes of budget data quickly. The System shall centralize the adjustments that are rolled out to all users in a budget scenario such as COLA adjustments.
- e. The System shall allow integration with PeopleSoft HRMS position data to establish salary and benefit budgets. The District will provide business rules for the HRMS update and load.
- f. The System shall allow users to compare baseline to another version in order to see what has been increased, decreased, or unchanged at a high level.

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- g. The System shall track revenues, expenditures and positions by budget phases (for example, Base, Proposed 1, 2, 3, Adopted phases).
- h. All reports must have charting and graphing capability.
- i. Administrators will be able to determine who is able to view, edit, advance and lock budgets at each stage of the budget process. They will also determine the restrictions to running reports and creating scenarios. Administrators determine who has access to the budgets and the types of analysis that can be performed. Individuals without permission will not be able to view certain selected data.

4.6 Workflow Capabilities.

- a. The Consultant will develop and implement email reminders/notifications to be issued during the review/approval process. The Consultant will train District staff to create, modify, and delete the email notifications as necessary. Email reminder/notifications will include, but are not limited to, the following:
 - 1. To Budget staff
 - 2. To Unit Managers
 - 3. To PMs: When data entry has been approved and queued for the next step in the process
 - 4. To Deputies: When data entry has been queued up for their review; Reminders will be available as defined and configurable in the application
 - 5. To Chiefs: When data entry has been queued up for their review; Reminders will be available as defined and configurable
 - 6. To Owners: When data entry has been queued up for their review; Reminders will be available as defined and configurable
 - 7. To CIP Coordinator: Whenever a project plan has been submitted by the PM for review; At every stage of the review/approval process when an item has been acted upon

Deliverables:

- 1. An email notice to Reviewer (Deputies and/or Owners) informing them of a request in queue
 - 2. An email notice to Originator (Project Manager and/or Unit Managers) informing them the Reviewer has acted on the request, status of the request (approved or rejected), comments from the Reviewer, who is next to review or process the request
 - 3. An email notice to Originator when the approved project plan has been published by the CIP Coordinator
- b. The Consultant will develop and implement the ability for staff to check the workflow status of each project queued up in the review/approval process.

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Deliverables:

1. A feature that provides current review status of any or all items queued up for review/approval
2. The Consultant will implement the ability for the reviewer to provide comments regarding their decision and will require a comment for any rejections/denials.
3. A text field for comments provided by the reviewer; If the request is approved comments will be optional; If the request is rejected then the comment field will be required so as to inform the originator why the request was rejected.
- c. The Consultant will implement the ability to delegate authority as appropriate or needed by the CIP Coordinator, Project Manager, Unit Manager, Deputy, or by Budget office staff to another employee

Deliverables:

1. A feature that enables specific staff to delegate authority to another employee

4.7 Online Publication of Annual Budget & 5-yr Capital Documents

The consultant shall prepare standard reports for review and publishing purposes during the budget preparation and CIP development period. The consultant shall also train District staff on development of additional reports and how to modify reports provided by the Consultant in order to sort or filter reports data by week, pay period, month, quarter, etc.

Deliverables:

Detail Budget Document -

1. Project Detail page (PYAct, CYAdopted, NYProposed, Hrs, \$\$\$ & Narratives, by account category, unit, & account)
2. Project Managed by Div (PYAct, CYAdopted, NYProposed, \$\$\$ by project category)

Summary Budget Document -

- Districtwide combined
- 3. Budget Summary by Organization/account category (PYAct, CYAdopted, CYProjected, Proposed, \$Diff & %Diff)
- 4. District Salaries and Benefits & Labor hours Summary by Category(PYAct, CYAdopted, NYProposed, \$Diff, %Diff)
- 5. District staff trend chart (10-yr) and position summary (3-yr)
- 6. Project by Ends report (Proposed budget only)
- 7. Major Source of Revenues by Category (PYAct, CYAdopted, CYProjected, NYProposed, \$diff, %diff)
- 8. Reserve Summary (PYAct, CYAdopted, CYProjected, Proposed, \$Diff, %Diff)

Reporting By Fund and Combined -

9. Fund outlay by project category (PYAct, CYAdopted, Proposed, Job Managed by) (for fund 11,12, 26, 61, 63, 71, 72, 73)

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10. Proforma by Fund (Table: Revenue, expenditure by category, by fund, other financing sources, reserves, PYAct, CYAdopted, CYProjected, NYProposed, and Charts for Revenue, expenditure by fund, \$Diff, %Diff)(12:Fund 11, 12, 26, 12&26combine, 61, 63, 61&63 combine, 71, 72, 73, 71-73Combine, Districtwide combined)

Reporting by Water Utilities Enterprise (WUE) only -

11. South County Capital Amortization (ProjCost, SoCounty% & Cost, BudgetYear cost recovery, year cost recovery complete, basis of allocation to the So County)
12. Cost center report for WUE only (PYAct, CYAdopted, Proposed, %diff)
13. Water Enterprise Charge Summary by Zone (Groundwater Production/zone/agricultural or Non-Agricultural, Treated Water (contract/non-contract), Untreated Water, Minimum charge, Reclaimed Water, Gilroy Reclamation Facility)
14. Water Utility Cost Allocation Between Zone W-2 (North County) and Zone W-5 (South County)

The Consultant will provide template build coaching assistance to the District in order to develop and implement an output or report similar in function to the CIP Project Pages currently used (see Samples attached) and train staff to create, modify, and delete these outputs as needed. The functional elements include, but are not limited to:

- a. General Project Info such as the Project Number, Name, Manager, CIP Category, Priority Score;
- b. Project Description providing a summary of the project scope;
- c. A Site Map, usually a "JPG" file from the GIS Unit, uploaded to illustrate the project location;
- d. Project Photo, usually a "JPG" file, to be uploaded for each Capital project;
- e. Ability to display and print-out in a format for a "stand-alone" project or multiple projects as a grouping called "project families";
- f. Schedule Chart either for a stand-alone of a summary of the project family by project phase and for the total project duration;
- g. Expenditure Schedule by project and fiscal year for all projects in the family (Actuals and Planned);
- h. Funding Schedule by project and fiscal year for all projects in the family (Actuals and Planned);
- i. Identify the Funding Sources (internal & external);
- j. Operating Cost Impacts describing the impact to the Operations budget when the project is transitioned from Capital;
- k. Useful Life that describes the length of time before the outcome must be reviewed, repaired, or replaced.

Deliverables:

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An output or report that mimics the current District Excel template called the CIP Page

4.8 Monitoring of Budgeted Expenditures and Revenues.

The consultant shall prepare monitoring reports to include multi-year presentations of information like budgeted and actual hours and dollars allocated to projects/departments with related descriptive fields. The consultant shall also train District staff on development of additional reports and how to modify reports provided by the Consultant to sort or filter data by week, pay period, month, quarter, etc.

3.8.1 Operating Fund outlay -

1. Multiple years of actuals, adopted and adjusted budgets, projected year to date actual (calculated field), \$\$\$ & Hrs, Enc CF, PY EncBal, Pymnt Against PYEnc

3.8.2 Operating Unit Detail -

2. Division/unit/account/activity code (actual & budget, \$\$\$ & Hrs, Enc CF, PY EncBal, Pymnt Against PYEnc)

3.8.3 Operating Project Detail –

3. Division/unit/account/project/activity (actual & budget, \$\$\$ & Hrs, Enc CF, PY EncBal, Pymnt Against PYEnc)

3.8.4 Labor Hours Report

4. Division/unit/project/staff/activity (actual & budget, Hours, Hour type: Regular, Overtime, SickLeave/Vacation/Holidays)

3.8.5 Revenue & Expenditures summary by Fund, Division -

5. multiple years, by revenue category/project category

3.8.6 Operating summary -

6. Highlighting spending status by unit for (travel, training, consultant, etc.)

3.8.7 Monthly Status Report –

The District will develop and implement a report with template build assistance by the Consultant that provides a "Monthly Status" of all Capital projects and provides the details that also roll up to various summary level graphs. The report shall include, but is not limited to, the following: General Project Info (Number, Name, PM), Project Milestones (w/dates), Adjusted Budget (CY Allocation + PY Carry-Forward - CY Project Reserves), Current FY Actual Expenditures vs. Planned Expenditures (w/Percentages), Total Actual Expenditures vs. Planned Expenditures (by Phase w/Percentages), Project Status (Current Phase, % Completed, Phase Cost)

Deliverables:

A monthly output or report that mimics the District Excel report know as the "Capital Monthly Status Report"

4.9 Data Requirements.

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The system shall be set up with the following specifications. Assume the District will provide necessary expertise to assist with extracting and transforming data to Vena.

Data Type	Actual \$ (including Revenue, expenditure & reserve accounts)
	Encumbrance \$
	Actual Hrs
	Budget \$ (Adopted, Adjustment, Budget Carryforward, & Encumbrance CF)
	Budget Hrs
	Planning \$
	Planning Hrs
Years of initial data upload:	FY14, 15, & 16 Actual \$ & Hrs
	FY17 Adopted Budget \$ & Hrs
	FY17 Carryforward \$
	FY17 Encumbrance CF \$
	FY17 Budget Adjustments \$ & Hrs as of the latest period before the live date of the new system
	FY14, FY15, FY16 and FY17 Adopted positions
Data detail Level	General Ledger information
Future Years	Should be able to maintain the next 15 years of projection data
HR position file	actual file from HR,
	Should allow changes for budget purpose only before finalizing the HR data and integrate back to HR system
	Should allow periodic update from HR without overriding the changes made for the next year budget purposes
Inflation Factors - The Consultant shall include the ability to input, modify, combine, and apply multiple inflation factors (Labor/General, Construction Contract, and Market Conditions) to planned expenditures by fiscal year. The consultant shall develop the logic to deal with "Phased Encumbrances" where the total amount of inflation is included in Year 1 of the Construction Contract and subsequent years only include contract amount to be encumbered without inflation being applied.	
	Labor Rate Inflation (provided by Financial Forecasting Unit)
	Construction Inflation (provided by West Side Project Delivery Unit)
	Market Conditions Factor (provided by West Side Project Delivery Unit)
CIP Mgmt Rpt (SCPCCAP3) - The Consultant shall include the ability to upload or mimic specific report(s) from PeopleSoft (e.g. SCPCCAP3) and output them in multiple formats (Excel, PDF, CSV, etc.). The outputs would include data such as, but not limited to, the following:	
	Current Year Budget (Encumbrance Carry-forward, Prior Year's Balance Carry-forward, Current Year Funding Allocated)
	Prior Year's Encumbrance Data (Available Prior Years Encumbrance, Actual Expenditures to the Prior Year's

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	Encumbrance)
	Current Year Data (Current Year's Encumbrance, Actual Expenditures to Current Year's Encumbrance)
	Balance Remaining
	Project Reserves

4.10 Capital Improvement Program (CIP) Planning.

The Consultant shall develop and implement a Project Plan template to act as a single point of entry for Capital project managers to enter their project information once and have it disseminated to all the various points as needed, eliminating the need to duplicate entries for the CIP document, Budget document, and the Financial Forecasting model.

Such a tool shall include, but not be limited by, the following:

- a. A tool to calculate a projects Priority based on the Type of Improvement (WS, FP, WRS, BG & IT) and the specific objectives of the project
- b. A method to initiate a new Capital project request and attach a Validation package approved and signed by the potential owner (initiation form could be in database; Validation Pkg will be attached as a scanned PDF)
- c. Project Name and Number
- d. Project Manager, Supervising Manager, and Project Owner
- e. Who prepared the plan, if not the PM
- f. Date last approved
- g. Purpose of the project
- h. History and Background
- i. Overall Project Objectives
- j. Project Milestones and Current-Year Milestones (w/start & end dates)
- k. Link to Board's Ends Policies or Executive Limitations
- l. Project Criteria, Assumptions, and Constraints
- m. Overall Project Scope of Work
- n. Project Schedule (Task Start & End Dates)
- o. A cost estimating worksheet (yet to be developed; this is the basis for the Budget Request/Tool)
- p. Project Cost Summary Table that is linked to the cost estimating data in order to calculate the planned expenditures by task, project phase, and fiscal year
- q. Burn-Rate (Cash-based & Encumbrance-based)
- r. Funding Schedule by Fiscal Year (calculates actual funds allocated and funding needs for future years that also takes into account any Project Reserves)

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- s. Allocation Formula
- t. Funding Source (Fund 11, 12, 26, 61, 73, 99, etc.)
- u. Type of Improvement
- v. Operating Budget Impacts
- w. The ability to archive all plan versions approved by the owner from inception of the project to close-out
- x. The ability to upload attachments of various formats to the project plan (PDF, Word, Excel, JPG, etc.)

Deliverables:

A Capital Project Plan template that mimics the current Capital project plan template plus the added drill-down feature showing the details behind the cost estimations

4.11 Reporting

4.11.1 Budget Reports –

The system must be able to generate the following budget reports during the budget preparation and CIP development period:

- a. Multiyear, multi passes for the next year's budget
- b. Actual vs. Budget Report (including labor hours), If in pivot table environment, it can satisfy the requirement to report by division/unit/project/account category
- c. Labor hours Report by Unit/Staff
- d. Project Hrs_S&S by unit (Prior to the labor/OH \$\$\$\$), including S&S justifications
- e. Multiple year actuals and budget rollup by fund/division/unit/account including variance and projection calculations.
- f. Fund/Division Report

4.11.2 CIP Document Preparation –

The District will develop and implement outputs or reports with the Consultant's coaching assistance that are required to produce the CIP Document which include, but are not limited to, the following:

- a. A Line Graph summarizing the Funding Plan vs. Expenditure Plan
- b. Bar Charts and Tables that provide both a summary and the details of the Capital Funding by Type of Improvement & Fund
- c. Bar Charts and Tables that provide both a summary and the details of the Capital Expenditures by Type of Improvement & Fund
- d. Bar Charts and Tables that provide both a summary and the details of the Capital Funding by Fund
- e. Revenue by Fund (Table provided by Financial Forecasting Unit)

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- f. Debt Payment Schedule (Table provided by Financial Forecasting Unit)
- g. A table summarizing by fiscal year the Estimated Operating Impacts of Capital projects after transition to Operations
- h. A table listing all Capital projects by their priority within their respective Types of Improvement
- i. A table that provides both a summary and the details by fiscal year of the Planned Capital Reimbursements (Table; PeopleSoft Query)
- j. A table that provides both a summary and the details by fiscal year of the Partnership Funding by Project
- k. An output that illustrates the Safe Clean Water project schedules by phase (Planning, Design, Construction, & Close-out)
- l. An output that provides some key calculations specifically identified in the CIP Document and is used to verify total values in CIP document

Deliverables:

- a. Various line graphs as described above
- b. Various bar charts to illustrate summary level data as defined by the District
- c. Various tables to provide the details behind the line graphs and bar charts previously identified and described above
- d. An Overview report that provides specific calculations to ensure consistency in various PowerPoint presentations, memorandums, etc.

4.11.3 Dashboard –

The District will develop and implement a Dashboard (for a project or group of projects) with the Consultant's coaching assistance that can be viewed by users based on their access level and only shows the projects related to their areas of responsibility.

The report will include, but is not limited to, the following: Pie charts, line graphs, bar charts, etc. illustrating various indicators as defined by the District, Milestones with details such as status (pending or complete), % Complete with Flag or Notice of some type when the indicator reaches a threshold, Burn-Rate Graph, Roll-up by Division (includes burn-rate & milestones), Baseline cost & schedule vs. Actual costs to date & revised schedule, Capital Budget Spent to-date by project w/roll-up to another grouping (w/percentages showing level spent to-date)

Deliverables:

Capital Dashboards that provides an at-a-glance view of a program/project or group of programs/projects

4.11.4 Unfunded Project Report –

The District will develop and implement a report with the Consultant's coaching assistance providing details and summaries of the Unfunded Capital Projects validated to-date: List of validated Capital projects that were not approved by the CIP

**ATTACHMENT ONE
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Committee for funding in the upcoming budget cycle along with all the data compiled to-date (Name, Description, Why do this Project, Temp Project #, Proposed Cost Estimate, Estimated Project Duration, etc.).

Deliverables:

A report showing all currently validated and unfunded Capital projects

4.11.5 Canned Reports –

(By day, by week, by pay period, by account period, etc.)

The Consultant will provide consulting assistance to the District to develop and implement specific "canned" project reports as defined by the District that will be broken down by day, by week, by pay period, by account period, Activity Code, Unit, Account, etc.

Deliverables:

1. An Expenditure Report sorted by:
 - a. Activity Code
 - b. Unit
 - c. Account
 - d. Any combination of the above
2. A Labor Report showing hours charged to the project and sorted by:
 - a. Activity Code
 - b. Unit
 - c. Account
 - d. Any combination of the above

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4.12 Auditability.

- a. System logs all user & system actions and events (who, what, when)
- b. Audit Trails – Logs
- c. All user actions and entries such as logging in, saving a budget, updating a budget, promoting a budget etc. are tracked and recorded in the Audit System. Events in the system can be logged for later retrieval if necessary. Standard search parameters in the log viewer include; task, task type, status, updated by, timestamp

4.13 Database, Chart fields and Trees.

System Administrator should be able to maintain the tables for budgeting purpose. The Consultant will build the necessary tables and hierarchies in the system that are considered critical and necessary to the solution with the District's approval.

Chart Fields & related attributes - PeopleSoft Financial

- a. Fund
- b. Account
- c. Project – also displayed as Program (not in PS) for On-going Operations
- d. Fiscal Year
- e. Budget Reference
- f. Unit
- g. Division – not in PS is assigned to a Unit and need a hierarchy created for reporting
- h. Appropriation
- i. Task Table from PeopleSoft Financials
- j. Ends Table
- k. Master Recipient Project Allocation Table
- l. Overhead Allocation Tables (Risk, Equipment, IT, Overhead)
- m. Water Utility Cost Allocation Between Zone W-2 (North County) and Zone W-5 (South County) Tables from PeopleSoft HRMS

Tables from PeopleSoft Time&Labor

- a. T&L codes for labor hours

Tables from PeopleSoft HCM

- a. Department
- b. Employees
- c. Salaries

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- d. Hours
- e. Benefits
- f. Leave types and eligibility hours milestones
- g. Union Code
- h. Job code/classifications
- i. Pay steps

A Template with User Input Variables (The Consultant to create for the District)

- a. Milestones
- b. Grants/Reimbursements
- c. Inflation tables

Static Tables (The Consultant to create for the District)

- a. Priority Scores
- b. Project Phase
- c. CIP Category
- d. Ends Policies
- e. South County Capital Amortization
- f. Water Enterprise Zones

4.14 Performance management.

The consultant shall configure the budget module in such a way that the District will be able to add an additional module for performance management at some point in the future. Create fields in the hierarchy to tie performance measures to projects and units with the same reporting years for data entry and roll forward. Calculated fields would be user defined. Ability to project resource needs based upon projected service levels and report trend data against financials.

Task 5—Supplemental Services.

The District may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, the Consultant must obtain written authorization in the form of a Task Order approved by the District's authorized representative. The form of this Task Order will be as per the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, Subsection 13, Task Orders; and, Appendix Three of the Standard Consultant Agreement, Task Order Template.

5.1 Specific examples of possible Supplemental Services include:

5.1.1 Operating dashboard reporting for executive and management users.

**ATTACHMENT ONE
TO SCHEDULE 1
FEES AND PAYMENTS**

5.1.2 Additional Budgeting, CIP and Operational Forecasts Reports.

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

Attachment One to Schedule 1—Fees and Payments

Attachment Two to Schedule 1—Schedule of Completion

Attachment Three to Schedule 1—Consultant's Key Staff and Subconsultants

Attachment Four to Schedule 1—Reference Materials

1. Total Authorized Funding.

Total payment for Services performed, to the satisfaction of the District, as described in the Schedule(s) will not exceed a total amount of **\$348,960** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown.

The NTE total amount of this Schedule 1 consists of the task fee breakdown below. Consultant will be paid for Task 1 – 4 on a fixed fee basis at the applicable amount shown below. Payment for Task 5 is payable on a time and material basis subject to the hourly rates set forth in Section 4 below. The fixed fee amounts specified in Task 1 – 4 will be paid based on the Project milestones that will be specified in the Project Planning Work Plan prepared under Task 1. 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 Schedule 1, Scope of Services.

COST BREAKDOWN

Task	Description	
1	Project Planning Work Plan	\$7,600 (not-to-exceed fee)
2	Project Management (and Training)	\$78,400 (not-to-exceed fee)
3	Data Collection and Investigation	\$30,400 (not-to-exceed fee)
4	Project-Specific Sub-Tasks	\$186,960 (not-to-exceed fee)
5	Supplemental Services	\$45,600 (Paid on an hourly basis)
Total Not-to-Exceed Amount for Scope of Services		\$348,960

**ATTACHMENT ONE
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3. Hourly Fees for Supplemental Services (Task 5).

- A. The Consultant will obtain written approval from the District Project Manager as to the numbers of hours per task and hourly rate before the individual started working on the project.

HOURLY/UNIT RATE TABLE FOR SUPPLEMENTAL SERVICES

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant:	
Practice Manager	\$190/hr
Project Lead	\$190/hr
Senior Consultant	\$190/hr
Consultant	\$190/hr
ETL Specialist	\$190/hr

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**ATTACHMENT TWO
TO SCHEDULE 1
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 on the later of: the completion of the scope of services or **June 30th, 2018**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

Task	Description	Duration From Notice to Proceed
1	Project Planning Work Plan	2 weeks
2	Project Management (and Training)	On-Going
3	Data Collection and Investigation	Sept 2016 – Oct 2016
4	Project-Specific Sub-Tasks	Budget: Oct 2016 – Jan 2017 Capital: Nov 2016 – Jan 2017 Forecasting: Feb 2016 – Mar 2017
5	Supplemental Services	On-Going

The project schedule is a high-level estimated timeline. The timeline is dependent on project initiation and may be subject to change as agreed between the Consultant and District.

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**ATTACHMENT THREE
TO SCHEDULE 1
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's key staff assigned to the Project are as follows:
The Consultant will obtain the District's Project Manager's approval for any resource changes.

Team Member	Project Role	Contact Information
Justin Chiu	Practice Manager	(647) 403-4331
Andrew McDonald	Director	(647) 280-9504
Manish Bangia	Integration Manager	(416) 294-2476
Pratik Patel	Project Lead	(647) 281-0135
Daniel Langdon	Senior Consultant	(647) 680-6326

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**ATTACHMENT FOUR
TO SCHEDULE 1
REFERENCE MATERIALS**

Ref No.	Description
1	Quality and Environmental Management System (QEMS) Fact-Sheet
2	Santa Clara Valley Water District Non-Disclosure Agreement (NDA)
3	FY18 Template - ShrtPhoto - with Permits
4	W75105 Project Plan Template
5	11- May_2016 Capital Project Status Report - FINAL
6	Vena Cloud Infrastructure Architectural Design – Production and Canary

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