AMENDMENT NO. 1
CBE NO. 220004
ORACLE – DBA CONSULTING SERVICES

THIS AMENDMENT is made and entered into this _____ day of _____ 2024, by and between **CLARK COUNTY WATER RECLAMATION DISTRICT** (hereinafter referred to as "DISTRICT"), and **SYQUESTSOFT INC.,** (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE No. 220004, entitled "Oracle – DBA Consulting Services" dated November 1, 2021 (hereinafter referred to as ORIGINAL AGREEMENT); and

WHEREAS, the parties desire to modify the ORIGINAL AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

1. ORIGINAL AGREEMENT Provision 6.0 Period of Performance, Item 6.2 is revised to read as follows: "Upon expiration of the Initial Term, the AGREEMENT will be automatically renewed for successive additional one-year terms under the same terms and conditions as set forth in this AGREEMENT, for the earlier of (a) so long as the DISTRICT appropriates funds to this AGREEMENT, or (b) up to a maximum of _**four (4)**_ additional years. If the DISTRICT's User Section elects not to renew this AGREEMENT, the DISTRICT Purchasing Administrator or designee shall notify CONSULTANT in writing of non-renewal at least 30 days before the expiration of the then current term."

2. Exhibit A, Scope of Work/Services, of this AGREEMENT is hereby revised and replaced with Exhibit A-1, revised Scope of Work/Services, attached hereto and made part of this AGREEMENT.

3. Exhibit B, Fee Schedule of this AGREEMENT is hereby replaced in its entirety with Exhibit B-1, revised Fee Schedule, attached hereto and made part of this AGREEMENT.

Except as expressly amended herein, the terms and conditions of the ORIGINAL AGREEMENT shall remain in full force and effect.

CLARK COUNTY WATER
RECLAMATION DISTRICT

By:_____
　　　THOMAS A. MINWEGEN
　　　General Manager

SYQUESTSOFT INC.

By:_____
　　　NAVEEN ANKEM
　　　Principal

APPROVED AS TO AVAILABLE FUNDING:

By:_____
　　　CHARLES OCANSEY
　　　Deputy General Manager, Finance

APPROVED AS TO LEGALITY ONLY:

By:_____
　　　DAVID J. STOFT
　　　General Counsel

EXHIBIT A-1 – SCOPE OF WORK/SERVICES

1.0   SCOPE OF WORK/SERVICES:

1.1   At a minimum, the consultancy/consultant will provide the following services for Oracle DBA, Oracle EBS and .NET Development Services:

1.1.1   Provide Monitoring support for Oracle Databases for (EBS and Other Databases) that reside on OVS/OVM environments in place at the DISTRICT data center.

1.1.2   Perform database performance evaluations and archive performance statistics.

1.1.3   Pro-actively monitor and re-size database objects to avoid application errors.

1.1.4   Perform database tuning and required modifications to Oracle initialization scripts and parameters on an as-needed basis.

1.1.5   Perform database usage analysis of concurrent connections, peak usage time, after hour usage, and database availability.

1.1.6   Provide hardware configuration and upgrade recommendations for all supported platforms on an as-needed basis.

1.1.7   Perform user configuration analysis and provide security reports for all new and modified user accounts.

1.1.8   Perform database object analysis and provide change reports for all modified or problematic objects.

1.1.9   Provide assistance with Oracle product requirements and provide notifications of any new releases and patch requirements.

1.1.10   Ensure OS level and patch levels are consistent with Oracle prior to Oracle installation.

1.1.11   Troubleshoot Oracle error codes in alert logs and trace files and correct or evaluate errors indicated.

1.1.12   Monitor backup procedures, correct problems and ensure recovery options are viable.

1.1.13   Provide advice on general database and Oracle application server setup and configuration, ensuring OS level and patch levels are consistent with Oracle recommendations.

1.2   Unix/Linux Support and Administration Requirements:

1.2.1   Provide hardware configuration and upgrade recommendations for all supported servers on an as-needed basis.

1.2.2   Performs OS analysis of CPU, memory, and disk IO.

1.2.3   Monitor server backups and troubleshoot backup failures.

1.2.4   Monitor disk space, memory, virtual memory, and CPU utilization on all supported servers.

1.2.5   Monitor server for total system outages.

1.2.6   Assist DISTRICT systems administrators with general systems administration issues.

1.2.7   Perform tuning and required modifications to Microsoft .NET Application functionality on an as-needed basis.

1.2.8   Provide assistance with Microsoft .NET product requirements and provide notifications of any new releases and patch requirements.

1.2.9   Ensure Microsoft .NET level and patch levels are consistent with Microsoft prior to .NET Application upgrades.

1.2.10   Monitor Microsoft .NET application servers and applications and troubleshoot associated errors/issues/failures.

EXHIBIT A-1 – SCOPE OF WORK/SERVICES

1.2.11   Troubleshoot Microsoft .NET application error codes in alert logs and trace files and correct or evaluate errors indicated.

1.2.12   Perform tuning and required modifications to Oracle EBS functionality and parameters on an as-needed basis.

1.2.13   Perform tuning and required modifications to Oracle EBS Reporting functionality and parameters on an as-needed basis.

1.2.14   Perform required replacement of Oracle APEX and Microsoft POWER BI Reports functionality on an as-needed basis.

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EXHIBIT B-1 – FEE SCHEDULE

LINE ITEM	DESCRIPTION	ESTIMATED QTY. PER YEAR	UNIT OF MEASURE	UNIT PRICE*	EST. EXTENDED MONTHLY PRICE (UNIT PRICE X EST. QTY.) =	EST. TOTAL ANNUAL AMOUNT =
1	Oracle DBA - Time and Material - CONSULTANT Standard Labor Rate (rate shall be inclusive of all labor, supervision, tools, travel and ground expenses and incidentals etc. necessary to complete the work per the task as referenced in Exhibit A – Scope of Services)	1920	Per Hour	$120.00	$19,200	$230,400
2	Oracle EBS - Time and Material - CONSULTANT Standard Labor Rate (rate shall be inclusive of all labor, supervision, tools, travel and ground expenses and incidentals etc. necessary to complete the work per the task as referenced in Exhibit A – Scope of Services)	960	Per Hour	$120.00	$9,600	$115,200
3	.NET Development Services - Time and Material – SENIOR CONSULTANT Standard Labor Rate (rate shall be inclusive of all labor, supervision, tools, travel and ground expenses and incidentals etc. necessary to complete the work per the task as referenced in Exhibit A – Scope of Services)	1960	Per Hour	$90.00	$14,700	$176,400
	.NET Development Services - Time and Material – JUNIOR CONSULTANT Standard Labor Rate (rate shall be inclusive of all labor,	1960	Per Hour	$48.00	$7,840	$94,080

EXHIBIT B-1 – FEE SCHEDULE

supervision, tools, travel and ground expenses and incidentals etc. necessary to complete the work per the task as referenced in Exhibit A – Scope of Services)			

TOTAL ESTIMATED ANNUAL AMOUNT	**$616,000.00**

For purposes of establishing the estimated annual spend amount, the DISTRICT has estimated the services needed at approximately 6,800 hours per year. The CONSULTANT's services shall not exceed 6,800 hours per year unless prior written authorization is provided by the DISTRICT.

* The hourly rate includes salary, overhead, administration, profit, travel, incidentals, and governs for the full duration of the AGREEMENT.

END OF AMENDMENT 1