

**AMENDMENT NO. 4 TO AGREEMENT A4296A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND VENA SOLUTIONS USA, INC.**

This Amendment No. 4 (Amendment) effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consulting Agreement A4296A (Agreement) dated October 8, 2019, Amendment No. 1 executed March 9, 2021, Amendment No. 2 executed January 20, 2023, and Amendment No. 3 executed May 16, 2023 between the SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and VENA SOLUTIONS USA, INC. (Consultant), collectively the "Parties."

**RECITALS**

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

**WHEREAS**, the Agreement currently expires on January 31, 2025; and

**WHEREAS**, the Parties desire to extend the agreement term and increase the Not-To-Exceed fee to provide funds for Consultant to perform on-call financial budgeting and support services for the Capital Improvement Program; and incorporate administrative changes.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements stated herein and notwithstanding any provision to the contrary stated in the Agreement and Amendments No. 1, Amendment No. 2, and Amendment No. 3, District and Consultant hereby amend the Agreement as follows:

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

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

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

2. Revised Appendix Four, Insurance Requirements is amended as set forth is Revised Appendix Four, Insurance Requirements, attached hereto and incorporated herein by this reference.
3. Revised Attachment One, Fees and Payments is amended as set forth in Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by reference.
4. Revised Attachment Two to Schedule OC, Schedule of Completion, Section 2. is amended to state as follows:

**AMENDMENT NO. 4 TO AGREEMENT A4296A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND VENA SOLUTIONS USA, INC.**

“2. This Agreement expires on January 31, 2029 unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.”

- 5. All other terms and conditions of the Agreement A4296A, and Amendments No. 1, 2, and 3 not amended as stated herein, remain in full force and effect.

**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 4 TO AGREEMENT A4296A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES**

**SANTA CLARA VALLEY WATER DISTRICT**  
District

**VENA SOLUTIONS USA, INC.**  
Consultant

By: \_\_\_\_\_  
Tony Estremera  
Chair, Board of Directors

By:  \_\_\_\_\_  
Tina Goulbourne  
Chief Operating & Customer Officer

Date: \_\_\_\_\_

Date: 12/17/2024

ATTEST:

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

\_\_\_\_\_  
Maximillion Overland, CMC  
Interim Clerk, Board of Directors

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)*

**AMENDMENT NO. 4 TO AGREEMENT A4296A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Revised Appendix Four Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Revised Appendix Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to email the Valley Water Risk Manager at: [RiskManager@valleywater.org](mailto:RiskManager@valleywater.org)

**Certificates of Insurance**

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

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

The certificates will:

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

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

**IMPORTANT: The agreement or CAS number must be included.**

Amendment No. 4 to Agreement A4296Ad  
On-Call Vena Enhancements and Support Services  
Standard On-Call Consultant Agreement for GEN-ADMIN Consultant  
Ver. 12/13/24

Agreement No. A4296A / CAS File No. 5027

**AMENDMENT NO. 4 TO AGREEMENT A4296A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

**Maintenance of Insurance**

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

**Renewal of Insurance**

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

Consultant shall instruct its insurance broker/agent to:

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

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

**IMPORTANT: The agreement or CAS number must be included.**

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

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)*

**AMENDMENT NO. 4 TO AGREEMENT A4296A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**Required Coverages**

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

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

General Liability insurance must include:

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

**2. Business Auto Liability Insurance** with coverage as indicated:

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

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

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

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

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

**4. Workers' Compensation and Employer's Liability Insurance**

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

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

**AMENDMENT NO. 4 TO AGREEMENT A4296A  
REVISED APPENDIX FOUR  
INSURANCE 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 (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

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

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

**AMENDMENT NO. 4 TO AGREEMENT A4296A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)*

**AMENDMENT NO. 4 TO AGREEMENT A4296A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**CHECK LIST OF DOCUMENTS NEEDED**

<b>General Liability:</b>	A.	Limits <b>(\$2,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

<b>Auto Liability:</b>	A.	Limits <b>(\$2,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

<b>Umbrella:</b>	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

<b>Workers Comp:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

<b>Professional Liability:</b>	A.	Limits <b>(\$5,000,000)</b>	
--------------------------------	----	-----------------------------	--

ConsultantGL2AL2PL5\_rev. 10.23.18 /rev. 12.13.24

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)*



**AMENDMENT NO. 4 TO AGREEMENT A4296A  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**1. Total Authorized Funding (REVISED)**

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$1,086,000** (Not-to-Exceed Fees or NTE). Consultant shall complete the Services for an amount within this NTE. Under no conditions will the total payment to the Consultant under this agreement exceed this NTE amount without prior written approval in the form of a written executed by the District’s Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.**

**2. Cost Breakdown (REVISED)**

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

**COST BREAKDOWN (REVISED)**

Task	Description	Original Not-to-Exceed Fees	Amendment No. 1 Not-to-Exceed Fees	Amendment No. 2 Not-to-Exceed Fees	Administrative Reallocation 1/3/23	Amendment No. 3 Not-to-Exceed Fees	Amendment No. 4 Not-to-Exceed Fees	Revised Total Not-to-Exceed Fees
1	Project Management	\$10,000	\$10,000	-	-	\$10,000	\$10,000	\$40,000
2	Expert Managed Services	\$72,000	-	-	-	\$72,000	\$144,000	\$288,000
3	Extended Expert/Hypercare Services	\$100,000	-	-	-	\$100,000	\$200,000	\$400,000
4	Biennial Budgeting Implementation (Completed)	-	\$128,000	-	(\$75,450)	-	-	\$52,550
5	Supplemental Services (Renumbered)	\$120,000	\$60,000	-	\$75,450	-	\$50,000	\$305,450
<b>Total Not-to-Exceed Fees</b>		<b>\$302,000</b>	<b>\$198,000</b>	<b>\$0</b>	<b>\$75,450</b>	<b>\$182,000</b>	<b>\$404,000</b>	<b>\$1,086,000</b>

Notes:

- Amendment No. 1 renumbered Task 4 Supplemental Services as Task 5, and added a new Task 4 Biennial Budgeting Implementation.
- Amendment No. 2 was issued for no cost.
- By letter approval from Valley Water to the Consultant dated January 3, 2023, funds were reallocated from Task 4 to Task 5 (\$75,450).
- Amendment No. 3 was to increase the fee by \$182,000 for continued support services for the Capital Improvement Program Development and Biennial Budget process and to implement administrative updates.
- Amendment No. 4 increases the fees for Tasks 1, 2, 3, and 5 by \$404,000.

**AMENDMENT NO. 4 TO AGREEMENT A4296A  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**3. Terms and Conditions (UNCHANGED)**

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

- A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed in the Hourly/Unit Rate Schedule and the Cost Breakdown table. In lieu of hourly/unit rates, a flat fee shall apply for all tasks performed under Tasks 2 and 3 for each twelve-month period following the effective date of this Agreement and the issuance of a corresponding task order. The 12-month flat fee for Task 2 shall be \$36,000, and the 12-month flat fee for Task 3 shall be \$50,000 payable at the start of the 12-month period following the issuance of a task order. The District may modify the payment rate structure for Tasks 2 and 3 in accordance with paragraph 3(B) below.
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties (“anniversary date”), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant’s request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the “Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)” as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District’s Deputy Operating Officer.
- C. **Reimbursable Expenses**
  - 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies, and Subconsultant and vendor services. These other direct expenses may be billed at actual cost-plus 2.5% percent linked to each Task Order, as approved by the District’s Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with invoices submitted. The 2.5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.
  - 2) Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.

**AMENDMENT NO. 4 TO AGREEMENT A4296A  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

3) Travel expenses are reimbursed at actual cost. Travel, including air travel, overnight accommodations, and meals, required for performance of this Agreement will be paid per diem at the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

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

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

**HOURLY/UNIT RATE TABLE (UNCHANGED)**

<b>CLASSIFICATION</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 10/8/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 02/01/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 04/03/2023</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 04/03/2024</b>
<b>Consultant: Vena Solutions USA, Inc.</b>				
Software technician	\$200/hr.	\$205/hr.	\$210/hr.	\$215.25/hr.
Consultant	\$200/hr.	\$205/hr.	\$210/hr.	\$215.25/hr.
Manager	\$200/hr.	\$205/hr.	\$210/hr.	\$215.25/hr.
Operations Analyst	\$200/hr.	\$205/hr.	\$210/hr.	\$215.25/hr.
Success Advisor	\$200/hr.	\$205/hr.	\$210/hr.	\$215.25/hr.
Director	\$200/hr.	\$205/hr.	\$210/hr.	\$215.25/hr.
Expert Consultant	\$200/hr.	\$205/hr.	\$210/hr.	\$215.25/hr.

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)*

This page intentionally left blank.