

### CHANGE ORDER NO. 3

This Change Order No. 3 is entered into between the CalSAWS Consortium ("Consortium") and ClearBest, Incorporation ("Contractor") (collectively "Parties") pursuant to the terms and conditions of Contract No. \_\_\_\_\_ ("Agreement") pursuant to Section 9.1 of the Agreement.

1. **Purpose and Effect.** The purpose of this Change Order No. 3 is to A) adjust the Schedule for Quality Assurance ("QA") Services provided by Contractor to align with the extended project timeline and change the contract amount to reflect this adjusted Schedule pursuant to the Agreement as specified in this Change Order No. 3 and B) provide Contractor Staff to perform QA Professional Services as required to support various and evolving CalSAWS DD&I efforts pursuant to the Agreement as specified in this Change Order No. 3. [This Change Order No. 3 is pursuant to the expanded scope line item in the Agreement Budget approved by the Consortium's Board of Directors and appropriate State and Federal authorities.] The effect of this Change Order No. 3 shall be to revise those provisions of the Agreement as specified herein. All provisions of the Agreement not revised by this Change Order No. 3 shall be unaffected by it and shall remain in full force and effect between the Parties.

2. **Statement of Work.** The Statement of Work that currently is a part of the Agreement between the Parties is hereby revised to include the additional Statement of Work attached to this Change Order No. 3, which is incorporated herein by reference (hereinafter referred to as "Change Order No. 3 Statement of Work"). Specifically, and as a result of the Parties execution of this Change Order No. 3, the Statement of Work contained in the Agreement, and the QA Deliverables and Services provided by Contractor according to the Schedule and pursuant to the Agreement, shall now A) be delivered on the timeline and for the amounts and B) include QA Professional Services as required to support evolving CalSAWS DD&I efforts as specifically described and delineated in the Change Order No. 3 Statement of Work.

3. **Key Personnel.** Pursuant to Section 7.4.1 of the Agreement, and as a result of the execution of this Change Order No. 3, the Consortium's Executive Director approves the term extension of the Key Staff proposed by Contractor and the utilization of Key Staff proposed by the Contractor to provide QA Professional Services, whose job titles are listed in the attached Schedule 2 of Attachment D and incorporated herein by reference.

5. **Contract Cost/Pricing.** Pursuant to Section 6.2 of the Agreement, the Contract Price and Charges under the Agreement as currently set forth in Exhibit A to the Agreement, Financial Matters, are revised as set forth in Schedule 1 of Attachment D attached to this Change Order No. 3, which is incorporated herein by reference and which, by virtue of the execution of this Change Order No. 3, shall become the operative Price Sheet for all QA Services and Deliverables provided by Contractor under the Agreement. The initial Contract Price under the Agreement was Nineteen Million Sixty Seven Thousand Eight Hundred Four Dollars (\$19,067,804). Change Order No. 1 increased the Contract Price under the Agreement to Nineteen Million Seven Hundred Four Thousand Two Hundred Seventy Dollars (\$19,704,270), an increase of \$636,466. Change Order No. 2 increased the Contract Price under the Agreement to Nineteen Million Nine Hundred Twenty Four Thousand Four Hundred Ninety Dollars (\$19,924,490), an increase of \$220,220. By virtue of Schedule 1 of Attachment D attached to this Change Order No. 3, the Contract Price under the Agreement is increased from Nineteen Million Nine Hundred Twenty Four Thousand Four Hundred Ninety Dollars

(\$19,924,490) to Twenty Eight Million Two Hundred Forty Thousand Five Hundred Twenty One Dollars (\$28,240,521), which reflects an increase in the Contract Price of \$2,555,436 to extended the QA Services Schedule through October 2023 and \$5,760,595 for the additional QA DD&I Professional Services as specifically described and delineated in the Change Order No. 3 Statement of Work. This increase shall be funded through the budget's line item for expanding the scope of QA Services as approved by the Consortium's Board and appropriate State and Federal Authorities.

**6. QA Deliverable Date Adjustments.** Pursuant to Section 3.2 of the Agreement, the QA Work Plan is revised to reflect the DD&I QA Services extension, the shifting of the Optional M&O QA Services, and adding Deliverable 70 Update No. 2 as set forth in the Change Order No. 3 Statement of Work.

**7. Effective Date of Change Order.** Pursuant to the QA expanded scope budget line item approval by the Consortium's Board of Directors and appropriate State and Federal Authorities and Section 9.4 of the Agreement, which grants the Executive Director authority to approve Change orders not resulting in an increase in the maximum amount of charges under Exhibit A of the Agreement, this Change Order No. 3 shall become effective upon approval by the Consortium's Executive Director.

IN WITNESS WHEREOF, the Parties have set their hands hereunto as of the Execution Dates set forth below.

CalSAWS Consortium

ClearBest, Incorporation

By: \_\_\_\_\_  
Printed Name:  
Title: Board Chair  
Date: \_\_\_\_\_, 2020  
Notice Address:  
CalSAWS Joint Powers Authority  
Attention: Board Chair

By: \_\_\_\_\_  
Printed Name: Wendy Battermann  
Title: President  
Date: \_\_\_\_\_, 2020  
Notice Address:  
ClearBest, Incorporation  
Attention: President

CalSAWS Consortium

By: \_\_\_\_\_  
Printed Name: John Boule  
Title: Executive Director  
Date: \_\_\_\_\_, 2020  
Notice Address:  
CalSAWS Joint Powers Authority  
Attention: Executive Director

APPROVED AS TO FORM:

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Jeff Mitchell  
Consortium Legal Counsel