

**CHANGE ORDER NO. TWO
STATEWIDE PORTAL/MOBILE APP PROJECT AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
DELOITTE CONSULTING LLP**

This Change Order No. Two is effective on February 19, 2021 (the “Effective Date”) and revises the Agreement, as defined below, between the CalSAWS Consortium (“Consortium”) and Deloitte Consulting LLP (“Contractor”) as specified in this Change Order No. Two. Unless otherwise indicated by this Change Order No. Two, all other provisions of the Agreement not affected by this Change Order No. Two remain in full force and effect between the parties.

RECITALS

WHEREAS, on August 25, 2020, Consortium and Contractor entered into an agreement regarding the Statewide Portal/Mobile App Project (“Agreement”); and

WHEREAS, on August 25, 2020, Contractor commenced work on the Project; and

WHEREAS, the parties now wish to increase the Total Cost of the Agreement by the amount of Three Hundred Seventy Five Thousand Two Hundred Ninety Three Dollars (\$375,293), as well as revise the Deliverables and Services to be provided pursuant to the Agreement, pursuant to Section 8 of the Agreement (Change Orders), in order to adjust the project schedule to add an additional release, and to reduce the hardware/software costs associated with SmartBear;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises described herein, and pursuant to Section 8 of the Agreement, the parties mutually agree to this Change Order No. Two to the Agreement as follows:

1. Section 7.1.1 of the Agreement is revised to read as follows:

7.1.1 General.

All of the pricing and sums set forth in this Section 7 apply to the Scope of Contract Work and Portal/Mobile App Deliverables and Services described in Section 5.

The Total Maximum Contract Sum for all DD& I (Phase 1), Optional Enhancements (Phase 2), and First Year M&O (Phase 3) Deliverables and Services to be provided pursuant to this Agreement shall not exceed Fifteen Million Nine Hundred Seventy Five Thousand Five Hundred Eighty One Dollars (\$15,975,581). This Total Maximum Contract Sum is inclusive of all of the following:

The Contract Sum for the DD&I Phase I, excluding those Deliverables and Services related to the Mobile App described in Sections 5.2.1.5 and 5.2.1.6 shall not exceed Five Million Nine Hundred Eight Thousand Two Hundred Seventy One Dollars (\$5,908,271).

The Contract Sum for Deliverables and Services related to the Mobile App described in Sections 5.2.1.5 and 5.2.1.6 shall not exceed Six Hundred Seventy Seven Thousand Four Hundred Sixteen Dollars (\$677,416).

The Contract Sum for the Optional Enhancements Phase II shall not exceed Three Million Five Hundred Ninety Eight Thousand Sixteen Dollars (\$3,598,016.00).

The Contract Sum for the M&O Phase 3 shall not exceed Five Million Seven Hundred Ninety One Thousand Eight Hundred Seventy Eight Dollars (\$5,791,878.00).

2. Exhibit A, Statement of Work, is revised as follows:

Attached to this Change Order No. Two.

An additional software release (Release 2.0) is scheduled for November 2021.

3. Attachment J, Requirements Cross-Reference Matrix, to Exhibit B, Statement of Requirements, is revised as follows:

Attached to this Change Order No. Two, and incorporated by reference, is a Revised Attachment J, Requirements Cross-Reference Matrix, to Exhibit B, Statement of Requirements. The Revised Attachment J, Requirements Cross-Reference Matrix, to Exhibit B, Statement of Requirements, shall replace in its entirety the current Attachment J, Requirements Cross-Reference Matrix, to Exhibit B, Statement of Requirements, to the Agreement.

4. Exhibit C, Financial Matters, is revised as follows:

Attached to this Change Order No. Two, and incorporated by reference, is a Revised Exhibit C, Financial Matters. This Revised Exhibit C, Financial Matters, shall replace in its entirety the current Exhibit C, Financial Matters, to the Agreement.

CHANGE ORDER NO. TWO

IN WITNESS WHEREOF, the Consortium has caused this Change Order No. Two to be subscribed on behalf of the Consortium and Contractor has caused this Change Order No. Two to be subscribed on its behalf by its duly authorized officer, as indicated below.

DELOITTE CONSULTING LLP

Dated: _____

By: _____

Name: _____

Title: _____

CALSAWS CONSORTIUM

Dated: _____

By: _____,
Consortium Chair

By: _____
Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel

By: _____
John Boule, Consortium Executive
Director