

## CHANGE ORDER NO. 2

This Change Order No. 2 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. 2 is to revise and add to the QA Deliverables and QA Services being provided by Contractor pursuant to the Agreement as specified in this Change Order No. 2. The effect of this Change Order No. 2 shall be to revise those provisions of the Agreement as specified in this Change Order No. 2. All provisions of the Agreement not revised by this Change Order No. 2 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. 2, which is incorporated herein by reference (hereinafter referred to as "Change Order No. 2 Statement of Work"). Specifically, and as a result of the Parties execution of this Change Order No. 2, the Statement of Work contained in the Agreement, and the QA Deliverables and Services provided by Contractor pursuant to the Agreement, shall now include QA Project Management Services as specifically described and delineated in the Change Order No. 2 Statement of Work.

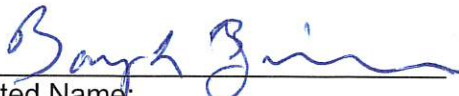
3. **Non-Key Staff Role Definition.** Pursuant to Section 7.4.3 of the Agreement, and as a result of the execution of this Change Order No. 2, Consortium accepts the modification to Contractor's Staff as reflected in the "QA Role Definition for Non-Key Staff," which is attached to this Change Order No. 2 and incorporated herein by reference.

4. **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 the Price Sheet attached to this Change Order No. 2, which is incorporated herein by reference and which, by virtue of the execution of this Change Order No. 2, shall become the operative Price Sheet for all QA Services and Deliverables provided by Contractor under the Agreement. By virtue of the Price Sheet attached to this Change Order No. 2, the Contract Price under the Agreement is increased from Nineteen Million Seven Hundred Four Thousand Two Hundred Seventy Dollars (\$19,704,270) to Nineteen Million Nine Hundred Twenty Four Thousand Four Hundred Ninety Dollars (\$19,924,490), which reflects an increase in the Contract Price of \$220,220, the Cost of the additional QA Project Management Services as specifically described and delineated in the Change Order No. 2 Statement of Work.


5. **Effective Date of Change Order.** Pursuant to Section 9.4 of the Agreement, this Change Order No. 2 shall become effective upon approval by the Consortium's Board of Directors.

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

CalSAWS Consortium

By:   
Printed Name:  
Title: Board Chair  
Date: January 24, 2020  
Notice Address:  
CalSAWS Joint Powers Authority  
Attention: Board Chair


CalSAWS Consortium

By:   
Printed Name: John Boule  
Title: Executive Director  
Date: January 24, 2020  
Notice Address:  
CalSAWS Joint Powers Authority  
Attention: Executive Director

APPROVED AS TO FORM:

  
David W. Tyra  
Consortium Legal Counsel

ClearBest, Incorporation

By:   
Printed Name: Wendy Battermann  
Title: President  
Date: January 23, 2020  
Notice Address:  
ClearBest, Incorporation  
Attention: President