

HM

## CHANGE ORDER NO. 8

This Change Order NO. 8 is entered into between the CalSAWS Consortium ("Consortium") and ClearBest, Incorporation ("Contractor") (collectively "Parties") pursuant to the terms and conditions of Contract NO. CS-0001 ("Agreement") pursuant to Section 9.1 of the Agreement.

1. **Purpose and Effect.** The purpose of this Change Order NO. 8 is to approve costs/pricing to perform Quality Assurance (QA) Maintenance and Operations (M&O), Client Correspondence, Transition Services, and Professional Services as required to support the continuing CalSAWS efforts pursuant to the Agreement as specified in this Change Order NO. 8. [This Change Order NO. 8 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. 8 shall be to revise those provisions of the Agreement as specified herein. All provisions of the Agreement not revised by this Change Order NO. 8 shall be unaffected by it and shall remain in full force and effect between the Parties.

2. **Statement of Work.** Specifically, and as a result of the Parties execution of this Change Order NO. 8, 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 include the execution of one of three optional one-year periods for QA M&O deliverables and services for the period of February 1, 2024 through January 31, 2025. The JPA Board retains the option to renew each optional one-year period for QA M&O deliverables and services on an annual basis through January 31, 2027.

3. **Key Personnel.** Pursuant to Section 7.4.1 of the Agreement, and as a result of the execution of this Change Order NO. 8, 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 M&O, Client Correspondence, and Transition Services, whose job titles are listed in the Attachment D-1 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 Attachment D-1 attached to this Change Order NO. 8, which is incorporated herein by reference and which, by virtue of the execution of this Change Order NO. 8, shall become the operative Price Sheet for all QA Services and Deliverables provided by Contractor under the Agreement. Attachment D will retire with the completion of Change Order 7, and the contract costs will be transferred to and incorporated into Attachment D-1 with Change Order NO. 8.

This Change Order NO. 8 increases the total contract from \$35,840,521 to \$45,917,982. The total contract value increases by \$10,077,461.

Attachment D is reduced by \$288,642 based on reconciliation to actual costs for previous Change Orders and a shift of the previously approved, but not executed, \$3,426,664 option for one year of M&O from Attachment D to Attachment D.1. The combined reduction to Attachment D is \$3,715,288.

Attachment D.1 includes the addition of the \$3,426,664 for the optional one year of M&O services plus \$6,650,797 to cover the one extended QA M&O year (February 2023 through January 2025), one year of QA Client Correspondence Services, one year of QA Transition

Services, and one year of QA Professional Services for a total value of \$10,077,461 value of Change Order NO. 8.

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. The total \$10,077,461 has been allocated as follows:

- QA M&O Deliverables - \$3,683,945
- QA Client Correspondence (time and material) - \$1,294,128
- QA Transition Services (time and material) - \$1,574,388
- QA Professional Services (time and material) - \$3,525,000

5. **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. 8 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

DocuSigned by:  
By: Michael Sylvester  
Printed Name: Michael Sylvester  
Title: Board Chair  
Date: 11/17/2023 | 4:47 PM PST  
Notice Address:  
CalSAWS Joint Powers Authority  
Attention: Board Chair  
CalSAWS Consortium

ClearBest, Incorporation

DocuSigned by:  
By: Wendy Battermann  
Printed Name: Wendy Battermann  
Title: President  
Date: 11/16/2023 | 12:54 PM PST  
Notice Address:  
ClearBest, Incorporation  
Attention: President

DocuSigned by:  
By: John Boule  
Printed Name: John Boule  
Title: Executive Director  
Date: 11/17/2023 | 3:16 PM PST  
Notice Address:  
CalSAWS Joint Powers Authority  
Attention: Executive Director

APPROVED AS TO FORM:

DocuSigned by:  
Jeff Mitchell  
Jeff Mitchell  
Consortium Legal Counsel