THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **SIERRA-CEDAR, INC.,** a Delaware corporation whose address is 1255 Alderman Drive, Alpharetta, Georgia 30005 (the "Contractor"), jointly ("the Parties").

RECITALS:

A.   The City and the Contractor entered into an Agreement dated July 24, 2015, an Amendatory Agreement dated May 26, 2016, and a Second Amendatory Agreement dated November 21, 2017, (the "Agreement") for professional services related to the implementation of the Workday software application.

B.   The Parties wish to amend the Agreement to modify the scope of work

NOW THEREFORE, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

1.   All references to "…Exhibit A, A-1, and A-2…" in the Agreement shall be amended to read: "…Exhibit A, A-1, A-2 and C-1…" as applicable. The scope of work marked as **Exhibit C-1** attached to this Third Amendatory Agreement is hereby incorporated by reference.

2.   As herein amended, the Agreement is affirmed and ratified in each and every particular.

3.   This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL   **CITY AND COUNTY OF DENVER**

ATTEST:

By_____

_____

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____

Contract Control Number: TECHS-201523139-03

Contractor Name: SIERRA-CEDAR, INC.

By: _Timothy Gehrig_   9/6/2018

DocuSigned by:
2968E549CDEB4E6...

Name: Timothy Gehrig
(please print)

Title: EVP, Shared Services
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT C-1

Sierra-Cedar

STATEMENT OF WORK TO THE AGREEMENT

This Statement of Work ("SOW") is made as of the effective date of Amendment # 3 to the Master Agreement ("Effective Date") by and between Sierra-Cedar, Inc., ("SCI" or "Contractor") and the City and County of Denver, ("Client" or "City"). This SOW constitutes Exhibit C-1 to and incorporates by reference the Agreement between SCI and the City and County of Denver dated July 24, 2015.   All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties under or otherwise modify the Agreement or this SOW.

1.   General Information:

SCI Account Executive		Fenton Penna
	Address:	1255 Alderman Drive Alpharetta, GA 30005
	Phone:	303-641-5578
	E-mail:	Fenton.Penna@Sierra-Cedar.com
Client Project Manager	**Name:**	Rick Brunet
	Address:	201 W. Colfax Ave. Denver, CO 80202
	Phone:	720-913-4811
	E-mail:	Rick.Brunet@denvergov.org
Client Billing Contact	**Name:**	Invoices shall be sent to
	Address:	TSFinance@denvergov.org
	Phone:	N/A
	E-mail:	N/A

2.   Definitions:

2.1   **"ASLMA"** means application software license and maintenance agreement or, if applicable, Oracle License and Services Agreement ("**OLSA**"). This is the agreement that the Client has with the Software vendor and may include more than one vendor / Software.

2.2   **"AWS"** refers to Amazon Web Services; a public cloud hosting service provided by Amazon.

2.3   **"Client Project Manager"** Responsibilities include: Project Management and tracking activities, serves to assist the Client team, work closely with business users to manage and develop technical support needs, perform necessary administrative tasks and application administration tasks as required.

2.4   **"Client Services Manager"** means the SCI named primary contact responsible for the daily coordination required by the SOW in the provision of the Services. The Client Services Manager also works with the Client and Client's management team to discuss direction, timing, future plans, special needs, and escalation for any issues that may arise.

2.5   **"Cloud Hosting Support Services"** means the support Services provided by SCI to support Client's applications hosted in a cloud environment as set forth herein.

2.6   "**Environment**" means the hosting system and software which supports a specific instance of the database and infrastructure required to access and run the Software. Examples include Production, Test, Development and Demo Environments.

2.7   **"Lift and Shift"** means, generally, migration of an application or applications from the existing environment to a new cloud-based environment without changing the logic or the way the application works.

2.8   **"PeopleSoft"** refers broadly to Oracle, Inc., a vendor of enterprise management software and to PeopleSoft software products licensed by Client.

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Sierra-Cedar

STATEMENT OF WORK TO THE AGREEMENT

2.9 **"PeopleSoft FIN"** refers broadly to a suite of PeopleSoft software licensed by Client from Oracle to assist in management of Financial Information systems which may include but is not limited to General Ledger related functionality

2.10 **"PeopleSoft HCM"** refers broadly to a suite of PeopleSoft software licensed by Client from Oracle to assist in management of Human Capital systems which may include but is not limited to payroll and human resources related functionality.

2.11 **"Relational Database Service (RDS)"** is a web service from AWS that enables deployment of a scalable relational database. It offers resizable capacity for an industry-standard relational database and manages common database administration tasks.

2.12 **"SCI Holidays"** means holidays SCI observes as published in the *Hosting Services Client Guide* manual, or as published every year by SCI in a separate document if the *Hosting Services Client Guide* is not re-published each year.

2.13 **"Services"** means any of the services provided by SCI to Client under this SOW.

2.14 **"Software"** means the application and technology software and specific modules the Client has licensed to use from the Software vendor, and as to which SCI has agreed to provide services under the terms and conditions of the SOW.

2.15 **"Transition Services"** means the Services provided by SCI pursuant to this SOW to assist Client with transitioning its applications to the cloud.

2.16 **"User(s)"** means individual(s) authorized by the Client to use a specific application, including, but not limited to, Client employees, consultants, temporary workers or others granted access by the Client.

3. Services to be Provided:

3.1 Transition City's PeopleSoft HCM and FIN non-production archive applications to host on AWS cloud (Services will commence upon execution of this SOW, as well as Client's request to begin transition and with mutual SCI agreement on timing) as follows:

    3.1.1 SCI and City shall work together in a shared responsibility model during the transition to host phase. SCI shall work in conjunction with and take direction from City's Project Manager and his/her designees, who may include functional specialists, business owners, or other City personnel supporting ancillary and interfacing systems and technologies. SCI's Cloud Hosting Support Services team will provide the following services in connection with the City's team:

        3.1.1.1 Transition the City's current HCM and FIN PeopleSoft applications to the cloud per SCI's recommended architecture. SCI estimates that the transition services would be completed six weeks from transition start date.

        3.1.1.2 SCI will build one non-production database environment for each of City's Oracle HCM and FIN applications on AWS cloud running on one availability zone located with the United States.

        3.1.1.3 SCI will utilize the AWS Relational Database Service (RDS) for the Oracle database as a component of the AWS architecture.

        3.1.1.4 Setup and configure a secure network connection access for SCI resources providing Cloud Hosting Support Services.

3.2 Provide the following Cloud Hosting Support Services after the Transition Services are completed:

    3.2.1 PeopleSoft administration services:

        3.2.1.1 Application and server configuration for applications hosted on AWS cloud.

        3.2.1.2 Application and server monitoring for applications hosted on AWS cloud.

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      3.2.1.3 Troubleshooting the root cause of a PeopleSoft system connectivity or other architectural issue for applications hosted on AWS cloud. SCI will be responsible for troubleshooting connectivity issues that are within the AWS cloud. The City will be responsible for troubleshooting and resolution of connectivity issues between AWS and the City.

      3.2.1.4 Deployment and management of web servers, application servers, and process schedulers.

    3.2.2 Oracle Database Administration services:

      3.2.2.1 Database administration services for the City's PeopleSoft HCM and FIN applications.

      3.2.2.2 Deployment and maintenance of Oracle database environments using AWS's RDS service.

      3.2.2.3 SCI will coordinate application downtime and validate environments when AWS applies critical OS and database patches to the Relational Database Service (RDS) database instances during a maintenance window.

      3.2.2.4 Databases will be configured to have one complete backup stored.

    3.2.3 Server administration and OS patching:

      3.2.3.1 Patching of OS for the Elastic Cloud Compute (EC2) environments hosted in AWS cloud where patches are available and supported / certified by applicable vendor(s).

    3.2.4 Application and server architecture monitoring:

      3.2.4.1 Monitoring of web servers.

      3.2.4.2 Monitoring of application servers.

      3.2.4.3 Monitoring of process schedulers.

      3.2.4.4 Monitoring of EC2s and database instances for applications hosted on AWS cloud.

    3.2.5 AWS administration services for applications hosted on AWS cloud:

      3.2.5.1 Provision AWS services, import the database and configure the VM's to run the application in AWS.

      3.2.5.2 Deploy network resources such as Virtual Private Cloud, Subnets, Route Tables, Internet Gateway, NAT Gateway, and Elastic IPs.

      3.2.5.3 Deploy EC2 instances and database (RDS) instances for PeopleSoft environments.

4. Optional Services:

4.1 The City may elect to have SCI perform the following optional services for an additional fee as outlined in Section 10.3.

    4.1.1 Provide application support, functional assistance, or technical assistance that is not defined in Section 3. Such services will be billed on an hourly basis.

    4.1.2 Create or modify User queries or reporting requests.

5. Cloud Hosting Operating Environment:

5.1 SCI will contract directly with AWS to obtain the cloud hosting provided hereunder. AWS cloud hosting is governed by the AWS Customer Agreement, all provisions of which will apply to the City to the same extent they apply to SCI. SCI's provision of AWS cloud hosting is on a pass-through basis, solely on the terms included in the AWS Customer Agreement. The AWS Customer Agreement can be accessed at the following link: https://aws.amazon.com/agreement.

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Sierra-Cedar

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5.2 SCI will provide PeopleSoft Cloud Hosting Support Services for the City applications, as defined in Section 3 (as applicable) of this SOW, for the following applications:

    5.2.1 PeopleSoft HCM v9.0, PeopleTools 8.52.04 including the following:

        5.2.1.1 Users of the application estimated at up to 20 concurrent users.

        5.2.1.2 One PeopleSoft HCM non-production archive instance.

    5.2.2 PeopleSoft FIN v9.1, PeopleTools 8.52.04 including the following:

        5.2.2.1 Users of the application estimated at up to 20 concurrent users.

        5.2.2.2 One PeopleSoft FIN non-production archive instance.

5.3 SCI will build the City's Oracle databases for HCM and FIN applications on AWS cloud using the AWS Oracle RDS service.

5.4 Once the PeopleSoft environments are transitioned into a host state, the database size is expected to remain static since these are archive environments. If the databases grow in size, SCI will bill the City for the actual incremental costs as described in Section 10.3.

5.5 SCI will rent the Oracle database licenses for Client's HCM and FIN applications through AWS as part of the AWS Oracle RDS service; the costs associated with such rentals are included in the Monthly Cloud Hosting Support Services Fees referenced in Section 10.1.

5.6 SCI will apply PeopleSoft standard settings for concurrent processes and other system configuration items.

5.7 SCI will upgrade the City's Oracle database from 11.2.0.3 to 11.2.0.4 as part of the transition to AWS.

5.8 SCI will architect the AWS cloud hosted PeopleSoft Environments as a single node for the application, web and database servers as shown in Section 5.10.

5.9 The City's AWS cloud hosted PeopleSoft archive environments will be available Monday thru Friday, from 0800 Mountain Time to 1700 Mountain Time. Upon City's request and for an additional fee, SCI can make the environments available outside of this time window by entering a ticket in the Sierra-Cedar Service Desk application. SCI will bill the City for any additional costs for this uptime in accordance with Section 10.3.

5.10 The table below provides a summary of the current City infrastructure components that will be utilized to transition into AWS cloud host the City's PeopleSoft applications:

    5.10.1 PeopleSoft HCM:

        5.10.1.1 SCI will allocate two servers on AWS with the same resources as the originating VMs.

        5.10.1.2 AWS System info (Web/App Tiers will run on EC2)

Client Server Name	Tier	vCluster	OS Version	vCPU	Memory (Gb)	Storage (Gb)
HRPRDFILE1	File/Web	WMB-Prod	Windows Server 2008 R2	2	4	115
HRPRDAPP1	App	WMB-Prod	RHEL Linux 5	2	12	112
HRPRDDB1	DB	Using RDS DB	RHEL Linux 5	NA	NA	712

    5.10.2 PeopleSoft FIN:

        5.10.2.1 SCI will allocate two servers on AWS with the same resources as the originating VMs.

        5.10.2.2 AWS System info (Web/App Tiers will run on EC2)

Client Server Name	Tier	vCluster	OS Version	vCPU	Memory (Gb)	Storage (Gb)
FSFILE1P	File/Web	WMB-Prod	Windows Server 2008 R2	2	4	87
FSAPP1P	App	WMB-Prod	RHEL Linux 5	2	14	114
FSDB1P	DB	Using RDS	RHEL Linux 5	NA	NA	1120

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		DB				

6.   Backups for PeopleSoft Applications:

6.1   SCI will take a backup of the databases to a location in the AWS Cloud after the transition. No further backups will be taken. Sierra-Cedar will provide copies of the backup and database refreshes in accordance with the rate structure defined in Section 10.3.3.

7.   Service Desk Support:

7.1   SCI will provide Service Desk support services on the terms set out below:

7.1.1   Primary Hours of Operation ("PHO"). PHO are the hours in which SCI's Service Desk and support groups are staffed.

7.1.2   PHO are Monday through Friday between 0800 Mountain Time and 1700 Mountain Time. SCI will respond during PHO and provide issue resolution based upon issue priority as assigned at the point of ticket entry. Should support outside PHO be required, it will be scheduled and agreed upon in advance.

7.1.3   The SCI U.S. remote resources will observe SCI Holidays. For SCI's remote - Offshore resources, City understands that SCI's remote offshore resources observe different holidays than City and that the Offshore and U.S. holiday schedules are published at the beginning of each calendar year.

7.1.4   Service Desk tickets that are not resolved through standard support may be escalated by the City to the SCI Client Services Manager assigned to the City.

7.1.5   The City will be responsible for providing the initial level of help desk support. Users of the hosted system must first notify a designated service contact within the City's organization of any system related problems. The City's designated service contact will be responsible for determining if the user problem is procedural or system/operations related. If the City's service contact determines that the problem is system/operations related, the City's designated service contact will complete an incident notification form directly at the SCI website, or via the Support Desk telephone number. SCI will provide the City's designated service contact with a tracking number to be used until the incident is closed. SCI will characterize, track and respond to Incidents as follows:

ENVIRONMENT	PRIORITY	TARGET TECH RESPONSE TIME	TARGET RESOLUTION TIME
Non-Production Archive	High	15 minutes	8 hours
Non-Production Archive	Medium	15 minutes	12 hours
Non-Production Archive	Low	15 minutes	24 hours

(A) Tech Response Time
Tech Response Time means the elapsed time during Primary Hours of Operation upon City notification of an event for the SCI Client Service Desk to respond to the City's incident submission.

(B) Resolution Time
Resolution Time means the maximum elapsed time during Primary Hours of Operation for SCI to either remedy the problem (if the remedy is within SCI's control) or determine what resolution process is required, exclusive of time intervals that result from a wait state due to missing information ("pending" status). Implementation or Change requests that must be scheduled are excluded from the Maximum Resolution Time metric. Examples of excluded requests include Software installations, and firewall or load balancer updates. These types of requests must be executed following published change control procedures.

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8. **Consent to Use of Offshore and Remote Resources:**

City expressly consents to the performance of services under this SOW by SCI employees who will be working from a location outside of the United States and/or non-SCI facilities (i.e., their places of residence).

9. **Client Responsibilities:**

9.1 The City acknowledges that SCI offers the Services only on the condition that the City has a valid Application license for the hosted Software.

9.2 SCI agrees to abide by the same obligations of non-disclosure to which the City is bound under the City's ASLMA, OLSA or equivalent. City agrees to provide SCI with a copy of any portion of its ASLMA or OLSA containing non-standard nondisclosure provisions.

9.3 SCI and the City agree that SCI is being engaged as an authorized contractor and / or outsourcer as permitted by the City's license agreement with the Software vendor, and that SCI is therefore required to comply with all aspects of that agreement, including restrictions from: (a) removing or modifying Software program markings; (b) reverse engineering, disassembly or decompilation; or (c) utilizing any program or code updates to which the City is not entitled.

9.4 The City is responsible for providing a dedicated Project Manager or an alternate resource over the course of the contract. The responsibilities of this resource include:

9.4.1 Provide governance oversight.
9.4.2 Work with SCI resources to prioritize tasks.
9.4.3 Monthly (or as mutually agreed upon frequency) review of status reports and issues logs.
9.4.4 Attend the periodic status meetings (monthly or as mutually agreed upon frequency).
9.4.5 Work with SCI resources to coordinate efforts of the City and SCI resources.
9.4.6 Assist with providing SCI Cloud Hosting Support Services with access and tools needed to perform scope of work activities.

9.5 City agrees to make promptly available to SCI City staff knowledgeable about the services requested by City and its requirements, for the purpose of answering questions and collaborating on service efforts.

9.6 City is responsible for all user and acceptance testing of the transitioned database environments.

9.7 City will maintain responsibility for PeopleSoft Security Administration inclusive of the structural design, role permission decisions and access decisions in accordance with City corporate audit and security policies.

9.8 Upon request from SCI, City will provide SCI with the current system operational and configuration guides including, but not limited to, design specifications, operations procedures, and system configuration guides.

9.9 City shall be responsible for establishing and following such change control procedures as it deems appropriate for this engagement.

9.10 City will be responsible for providing the necessary SSL certificates for the cloud archive applications.

9.11 Network and City Equipment. Provisioning, security, support, and maintenance of the City's Local Area Network and all network equipment, network connections, printers, computing devices, and all software and other hardware operating on such equipment are the responsibility of the City. City is also responsible for correctly configuring and maintaining the desktop environment used by the City to access systems supported by SCI. This includes the City network router and firewall, which must also be in place and properly configured to allow data to flow between the City system and SCI in a secure manner.

9.12 For Transition Services and ongoing Cloud Hosting Support Services:

9.12.1 City understands that SCI will provide Transition Services and Cloud Hosting Support Services based on the assumption that the City's PeopleSoft applications and corresponding application components (including virtual machines (VM's)) can be migrated to AWS and go-live on the cloud. City acknowledges that Sierra-Cedar does not guarantee that the migration will be successful or

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Sierra-Cedar

STATEMENT OF WORK TO THE AGREEMENT

that the City's PeopleSoft environments will be able to go-live on the cloud. Since the City no longer has a support agreement with Oracle for the PeopleSoft HR or PeopleSoft FS applications, SCI will not have access to the install files to re-install the City's PeopleSoft application in the AWS cloud in the event that the migration is unsuccessful or the City's PeopleSoft environments are unable to go-live in the AWS cloud. The City acknowledges that, without having access to the install files, Sierra-Cedar is unable to guarantee that the migration of the City's PeopleSoft environments to the AWS cloud will be successful or that the environments will be able to go-live in the cloud. If the City cannot provide the install files and the City's PeopleSoft environments cannot go-live on the cloud, SCI shall terminate this SOW immediately upon written notice to the City.

9.12.2   City understands that SCI may not be able to patch systems and applications running in AWS due to unavailability of patches, lack of certification of patches or versions, or compatibility issues with the PeopleSoft application; SCI disclaims responsibility for any security vulnerabilities that result from such issues. City also understands that SCI may be forced to patch certain AWS components and that such patches may cause compatibility and/or functionality issues with the PeopleSoft application; SCI disclaims responsibility for any performance issues to the extent that they result from such patching.

9.12.3   City agrees that it will release all essential specifications and information regarding its requirements for the cloud transition for the Services hereunder to SCI consistent with the delivery schedules outlined in the SOW to prevent delays that could adversely affect SCI's performance of its work.

9.12.4   City will designate a staff member to be the liaison between City and SCI's staff. During the transition period, City will designate a staff member to act as transition liaisons ("Transition Liaisons") who shall be the City's contact point during all phases of the transition.

9.12.5   City will supply all software licensing including, but not limited to Oracle/PeopleSoft, COBOL, Crystal Reports (if used) licensing for the included environments and proposed architecture. Notwithstanding the foregoing, the City will not be responsible for providing licensing for Oracle databases for its PeopleSoft FIN and HCM applications being hosted in the AWS cloud.

9.12.6   City will provide SCI an export of the PeopleSoft HR database, export of the PeopleSoft FS database, and all VM's containing the City's PeopleSoft applications, and configuration required to run the PeopleSoft applications on AWS.

9.12.7   Connectivity and communication options between AWS cloud and the City is the City's responsibility (supported by guidance from SCI). For accessing the City's PeopleSoft applications, SCI will connect to the AWS cloud using a VPN connection.

9.12.8   City will add DNS entries to point to new PeopleSoft HCM or FIN end-points in AWS.

9.12.9   City will provide SCI with file exports of the following on premise VMs in a mutually acceptable format:

    9.12.9.1   HCM (HRPRDFILE1 & HRPRDAPP1)

    9.12.9.2   FIN (FSFILE1P & FSAPP1P)

10.   Fees and Payment Structure:

10.1 Monthly Cloud Hosting Support Services Fees:

10.1.1   The Monthly Cloud Hosting Support Fees (applies after completion of transition to AWS cloud infrastructure) are as follows and are based on the assumptions documented in Section 5 of this SOW:

SERVICES	MONTHLY FEES
Cloud Hosting Support Services fee for PeopleSoft HCM application	$2,000

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MSA FILE #:_____
SOW FILE #:_____

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SERVICES	MONTHLY FEES
Cloud Hosting Support Services fee for PeopleSoft FIN application	$2,000
Total	**$4,000**

10.1.2   City to AWS VPN Fees will be:

    10.1.2.1   **Monthly Fee:** $220

10.2 One Time Transition Fees:

    10.2.1   Transition Services will be billed at an hourly rate as specified in the table below.

    10.2.2   Transition Services Fees estimates are as follows:

Cost Line Item	Estimated Hours	Hourly Rate	Estimated Fee Amount	Comments
One Time Migration Fee for PeopleSoft HCM Archive Application.	40 – AWS Architect 40 – PS Admin 10 – DBA	$225 $185 $185	$18,250	For migration and installation per the assumptions above.
One Time Migration Fee for PeopleSoft FIN Archive Application.	40 – AWS Architect 40 – PS Admin 10 – DBA	$225 $185 $185	$18,250	For migration and installation per the assumptions above.

10.3 Variable Fees for City applications hosted on AWS cloud:

    10.3.1   City agrees to pay SCI for any AWS related additional costs incurred by SCI that are above the components mentioned in Sections 5.10.1 and 5.10.2, and that are a result of City's AWS cloud hosted application architecture and application usage.

    10.3.2   The monthly VPN usage fee between the City and AWS would be dependent on the City's data transfer requirements.

    10.3.3   City can utilize SCI resources (detailed in the table below) at the associated hourly rate billable to the City for activities that are outside the scope of this SOW. Such activities will be documented in one or more mutually-executed Change Orders.

POSITION TITLE	HOURLY RATE *
Amazon Web Services / Cloud Engineers	$225
PeopleSoft Technical Developer – US Remote	$125
PeopleSoft Technical Developer – Offshore Remote	$40
Project Manager – Offsite in US	$190
PeopleSoft Admin/DBA ongoing support within AWS cloud	$125

    * Hourly rates are not inclusive of travel and expenses for work not designated as remote or offsite.

    10.3.4   City can utilize SCI PeopleSoft Technical Developer resources (mentioned above) for technical activities such as report or query development. The PeopleSoft Technical Developer labor will be charged at $125 per hour, which when used above a 1-hour allowance provided at no charge each calendar month, and is billed fractionally by the minute.

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Sierra-Cedar

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10.4 Payment of Fees.

10.4.1   City agrees to pay for the applicable Monthly Cloud Hosting Support Services Fees, one month in advance of actual service delivery.

10.4.2   City agrees to pay for the applicable Transition Fees. Sierra-Cedar shall send twice monthly invoices to the City, payment of which shall be due thirty days after the invoice date.

10.4.3   City agrees to pay for the variable fees, fees for optional services, and additional fees incurred, per Section 10.3, upon receipt of the supporting invoices from SCI.

10.4.4   All undisputed invoiced amounts are due and payable in full, without discount or offset, within thirty (30) days from the electronically delivered invoice receipt date. If Client disputes all or a portion of any invoice, Client shall inform Sierra-Cedar in writing of the nature of the dispute within 30 days after invoice receipt and will pay any undisputed amounts within 30 days after invoice receipt. Sierra-Cedar reserves the right to suspend the Services being provided pursuant to this SOW if the amount in dispute exceeds $20,000.

10.4.5   Remittance shall be made to the following address:

Sierra-Cedar, Inc.
PO Box 402521
Atlanta, GA 30384-2521

11.   Term and Termination:

11.1 The initial term of this SOW is 36 months. The SOW can be extended for up to three additional one-year periods by mutual agreement and with written change order by both parties, assuming that a valid Agreement is in place.

11.2 SCI may terminate this SOW at will and at any time by giving the other party written notice of termination 90 days prior to the effective termination date. All fees due under this SOW for SCI services performed through the date of termination shall be paid by City to SCI on or before the effective date of such termination. City shall not be due any refund or credit with regard to services provided up to and including the month of termination.

12.   Expiration of Offer: The offer set forth in this SOW is valid only through September 28, 2018, and in the event such documents are not executed by such date, the offer is rescinded, and all terms are null and void.

The authorized representatives of the parties have signed this Statement of Work.

SIERRA-CEDAR	**CLIENT**
Sierra-Cedar, Inc.	**City and County of Denver**
By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Sierra-Cedar SIMPLE CHANGE ORDER	
DATE SUBMITTED: _____/_____/_____	
MASTER HOSTING AGREEMENT REFERENCE NUMBER:	Sierra-Cedar : _____
STATEMENT OF WORK REFERENCE NUMBER:	Sierra-Cedar : _____
REQUEST SUBMITTED BY:	_____,_____,Sierra_____-Cedar

CHANGE ORDER NARRATIVE:
THE PURPOSE OF THIS CHANGE ORDER IS:
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:
ATTACHMENTS, SCHEDULES OR TABLES:
This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled _____.

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR

Sierra-Cedar, Inc.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

[CLIENT FULL NAME]

By: _____

Name: _____

Title: _____

Date: _____