SECOND AMENDATORY AGREEMENT

THIS SECOND 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, and an Amendatory Agreement dated May 26, 2016, (the "Agreement") for professional services.
- **B.** The Parties wish to amend the Agreement to modify the services, delivery, term, and increase funding.

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

- 1. Paragraph 1 of the Agreement entitled "SERVICES TO BE PERFORMED" shall be amended to read:
 - "1. SERVICES TO BE PERFORMED: Contractor, under the general direction of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager"), shall diligently perform any and all authorized services required under this Agreement including the services described in the attached Exhibits A, A-1 and A-2. The Contractor will provide on-call specialized professional services to support the provisioning of technology services to the City and its constituents. These specialized services may include activities such as, but not limited to, technology program and project management, programming, systems and business analysis, systems and server administration, database administration, desktop support, network administration, infrastructure support, software license administration, specialized technology quality assurance, technical architect, support, business/administrative support for technology activity. The specific job classifications and services to be provided by the Contractor and its rates are identified on attached Exhibit D. The City shall authorize specific assignments for the Contractor via a written service order signed by the Manager and the Contractor (the "Order") describing in sufficient detail the services and/or deliverables to be provided and the rates to be paid therefor. Each executed Order shall be governed by the terms of the Agreement."
- 2. Paragraph 3 of the Agreement entitled "**TERM**" shall be amended to read as follows:

- "3. <u>TERM</u>: The term of the Agreement is from July 31, 2015 through December 31, 2021, unless terminated earlier pursuant to the provisions of the Agreement."
- 3. Paragraph 4(D) of the Agreement entitled "COMPENSATION AND PAYMENT", "Maximum Contract Liability" is amended to read as follows:

"4. COMPENSATION AND PAYMENT:

D. Maximum Contract Liability:

- (i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **TEN MILLION DOLLARS AND ZERO CENTS** (\$10,000,000.00) (the "Maximum Contract Amount"). Contractor acknowledges that the City is not obligated to execute an Agreement or an amendment to Contractor for any further work and that any work performed by Contractor beyond that specifically described in the Scope of Work to this Agreement is performed at Contractor's risk and without authorization under this Agreement."
- 4. As herein amended, the Agreement is affirmed and ratified in each and every particular.
- 5. This Second 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.

EXHIBITS

EXHIBIT A-2-SOW EXHIBIT D-ON-CALL RATES

[SIGNATURE PAGES FOLLOW]

Contract Control Number:	
IN WITNESS WHEREOF, the parties h Denver, Colorado as of	ave set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
	By



Contract Control Number:	TECHS-201523139-02
Contractor Name:	SIERRA-CEDAR INC
	By: Augustia
	Name: BRIAN E. FEES (please print)
	Title: EUP CORPOLATE OFFICER (please print)
	ATTEST: [if required]
	By: Du Cogq =
	Name: DALE COGGINS
	Title: EVP (please print)



City and County of Denver Workday Recruiting Deployment Statement of Work

July 17, 2017

Sierra-Cedar, Inc.

1255 Alderman Drive Alpharetta, GA 30005 Fenton Penna Account Executive Mobile: 303.641.5578

fenton.penna@Sierra-Cedar.com

This document was prepared for the exclusive use of the designated recipient and contains proprietary and confidential information of Sierra-Sierra-Cedar, Inc.



DOCUMENT REVISION HISTORY

Version	Editor	<u>Date</u>	<u>Summary</u>
1	Sierra-Cedar	03.20.17	Initial Draft
2	Sierra-Cedar	05.10.17	Updated
3	Sierra-Cedar	06.16.17	Updated
4	Sierra-Cedar	06.26.17	Updated
5	Sierra-Cedar	06.29.17	Updated

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1. Introduction

This Statement of Work ("SOW") is made as of July 17, 2017 ("SOW Effective Date") by and between Sierra-Cedar, Inc. ("Sierra-Cedar") and City and County of Denver ("City and County"). This SOW incorporates by reference the Master Services Agreement, Contract 201523139, between Sierra-Cedar and City and County ("Agreement"). In the event of a conflict in terms between this SOW and the Agreement, the terms of this SOW shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party. No terms, conditions or provisions of any purchase order shall modify this SOW or the Agreement or otherwise have any effect on the obligations of the parties.

2. TERM

The term of this SOW is defined as the duration of the Project to convert the City and County from its legacy Recruiting solution to the Workday Recruiting solution, as described herein. This SOW will commence as of July 2017 (Effective date) and will continue through the earlier of (i) completion of the project, (ii) January 2018, or (iii) termination in accordance with the Agreement.

3. METHODOLOGY

The methodology utilized by Sierra-Cedar to perform these services incorporates the stages of the deployment as defined in the Workday Deployment Methodology of Plan, Architect, Configure/Prototype, Test and Deploy. A high-level overview and detailed verbiage of the methodology follow.

Workday's Deployment Methodology is a deliverables-based approach that is supported by a comprehensive toolkit of planning documents, activities, configuration templates, and techniques to implement Workday applications effectively. The application of this methodology to the unique business needs of the City and County will be supported through business process analysis by Sierra-Cedar consultants with experience working within public sector organizations.

The overarching success of a project of this magnitude is for the project to be under the guidance of a project management governance. The role of the project management governance is to provide a decision-making framework that is logical, robust, and repeatable to govern the project.

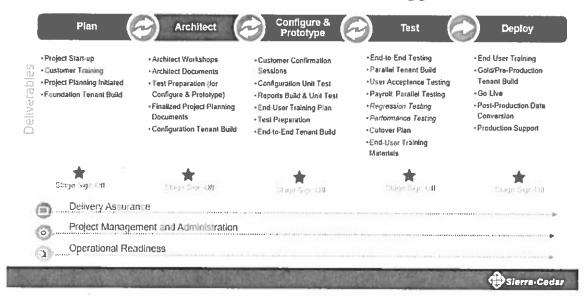
3.1. ASSUMPTIONS – PROJECT MANAGEMENT GOVERNANCE

- Sierra-Cedar's fixed price, as specified in Section 9 of this SOW, assumes that all the City
 and County's departments will be actively represented on the project in all process and
 business areas where they will use the new system and that the City and County will
 maintain standard Workday business processes and configurations across all
 departments.
- Overall project management responsibility will be shared between Sierra-Cedar and the City and County. The City and County will provide an executive Sponsor(s), project manager, and leads to coordinate project activities with the Sierra-Cedar Project Leadership. The City and County Project Manager will be 25% dedicated to the project

- and a Sierra-Cedar Project Manager will be 10% dedicated to the project for the duration of the project.
- The City and County Executive Sponsor(s) will provide guiding principles to the team. The
 approach will use the default Workday business processes. The City and County will be
 responsible for the development of any end user departmental policies, procedures, and
 user manuals.
- Successful completion of this project will require the City and County Executive Sponsor(s)
 and other project participants to timely complete a number of critical tasks including (i)
 Subject Matter Expert (SME) support, (ii) prompt review and sign-off of deliverables, (iii)
 prompt decision making, and (iv) adoption of and standardization of standard process
 definitions.
- The City and County Executive Sponsor(s) will establish an Executive Committee for the Project that will serve as the escalation point for issues that cannot be resolved at the Project Team level. Sierra-Cedar and Executive Sponsor(s) will participate on the Executive Committee. Any resource changes in the Executive Committee may result in a change order and changes to the fixed fee specified in Section 9 of this SOW.
- Sierra-Cedar will conduct project kick-off meetings with the Executive Committee and the
 Executive Sponsor(s)'s authorized project team members, which will initiate a Planning
 phase in which all project milestones are identified and agreed upon and documented as
 part of an overall Project Management Plan. Additionally, critical path items and the
 timelines associated with each stage will be outlined by Sierra-Cedar using Sierra-Cedar's
 project methodology and approved by the City and County Executive Sponsor(s).
- Sierra-Cedar Project Sponsor and the City and County Executive Sponsor(s) will be visible
 and accessible to the joint Project Management team to provide direction, guidance, and
 rapid decision-making. Sierra-Cedar and the City and County Executive Sponsor(s) will
 meet with the joint Project Management Team throughout the project.
- The City and County Project Leadership will provide a plan of action for critical functional and technical issues within three (3) business days following identification of such issues. Issues not responded to within the allotted time will be immediately escalated to the City and County Executive Sponsor(s) for resolution. The Sierra-Cedar Project Manager must promptly bring up any issue(s) or delays that occur due to lack of City and County resources so as to avoid schedule impact.
- The City and County Executive Sponsor(s) and Sierra-Cedar will establish a Project Change Control process for the project and use the form in Appendix A. This process will be used to govern changes to the Statement of Work.

3.2. WORKDAY DEPLOYMENT METHODOLOGY

Workday Deployment Methodology Overview



Stage 1: Plan

At the project onset, the combined project teams from the City and County and Sierra-Cedar will refine the scope of the project, developing clear project boundaries for what is in scope and out of scope and create a Project Charter. The parties will need to execute a change order to this SOW to document any changes to the scope specified herein and applicable pricing impacts. The objective of the Plan Stage is to establish a true consensus among the project team and key stakeholders on critical elements of what needs to be done, how it will be done, and who will do it.

Our project management approach engages the City and County and Sierra-Cedar Project Management Team to manage the Project Work Plan, project resources, and scope changes, as well as serve as the escalation point for project issues. Project management governance will be implemented and key strategies will be developed to deal with on-going project team communication, risk and issue management, change management, training, testing, reporting, and the transition to production support. The project managers will prepare the Project Work Plan and refine the project scope. The approved Project Work Plan and project scope will be the mechanism by which the project management team monitors project progress and identifies changes in the scope of services. The Project Work Plan will also identify the assigned resources, the deliverables, and the timing of the key deliverables.

Stage 2 - Architect

Following the Workday Deployment methodology, during the Architect Stage of the project Sierra-Cedar will lead several Architect design sessions for the business processes for Recruiting.

Meeting/session minutes are captured, along with any action items, issues, or risks identified during the sessions. Action Items are placed into a SharePoint Action Item tracking tool and are used to drive decisions needed to complete configuration. Issues or challenges are also captured, and alternatives are presented for decision making. If there are key risks to the project, those are captured on the project risk log, so that they can be presented to the steering committee for mitigation strategies. Outcomes from these design sessions are captured by the Sierra-Cedar

consultants in Design Decision Guides and then confirmed by the City and County project team. The Design Decision Guides cover all functional areas and security.

Sierra-Cedar will provide Design Decision Guide templates to be used in the next stage of design. Design Decision Guides capture the decisions that need to be made for each functional area along with the impact and reasoning behind each design decision. The reasoning is equally important as the decision itself for reference when future changes are considered to configuration. It also helps the City and County understand the "why" behind the configuration so as to help the City and County support the new system and processes after the deployment is completed. Our Design Decision Guides utilize an agile approach, in that the decisions often evolve throughout the implementation as we test and collaborate with our cross functional teams, in which case, the documentation is updated.

Discussions during these sessions take place on whether a requirement is a true requirement or is simply the way things have been done in the past. With over 300 pre-defined business processes, the approach focuses more on reviewing the way something is done within Workday and having the City and County communicate why something will not work versus the traditional model of the client providing not only what the requirement is but how the requirement should be met and the consulting team configuring the system to meet this design. This is an important distinction in the design process as the City and County desires to take advantage of leading practices and the functionality inherent within Workday and meeting a "requirement" can involve doing things differently within the new system, yet still fulfilling the core requirement.

The Project Work Plan will be finalized with an updated schedule and resource assignments based on decisions made during this stage.

Stage 3: Configure & Prototype

The objectives of the Configure & Prototype Stage are to complete the configuration of the Workday solution based on the business process design specifications, configuration analysis specifications, and custom report specifications developed in the Architect Stage. All application configurations are completed and the tenant is fully prepared for the Testing Stage. This stage features an iterative cycle of configuring, unit testing, reconfiguring and retesting until the configured processes are validated to meet the City and County's organization-wide and department-specific business requirements. At the conclusion of this stage, the City and County will create test plans, test scenarios, and test scripts with facilitation provided by Sierra-Cedar per the testing approach below using the business processes and data designed specifically for the City and County.

In Stage 3, Sierra-Cedar will perform a data configuration load to prepare for testing. The latter data load will be a full data configuration load and will be critical for testing in addition to verifying the data migration process is repeatable.

Stage 4: Test

To assess the accuracy and performance of the new system, system testing and user acceptance testing will be performed during this stage based on the Test Plan and scripts created during Stage 3 – Configure & Prototype. Each test effort has a different purpose and addresses a different set of conditions. The agreed-upon exit criteria for each test effort must be met before completing this stage and moving to the final stage: Deployment. While Sierra-Cedar will help plan the testing and advise the City and County on the content of the test scripts, the City and County will be primarily responsible for conducting the actual testing. Sierra-Cedar's testing approach is as follows:

The overall approach relies on the use of SharePoint to define, coordinate and record results for test activities throughout the various stages of testing. The SharePoint lists

contain a baseline of Workday test scripts and is supplemented through discussions with the City and County to expand those definitions to capture the specifics of the City and County's environment. Each project team member who will be participating in testing will be provided access to the SharePoint project site and be expected to actively review the SharePoint site.

Sierra-Cedar will:

- Conduct smoke (unit) tests to validate functionality and features are working prior to handing over to the City and County for testing.
- Facilitate the definition of the City and County End to End and User Acceptance Testing scenarios and Acceptance scenarios.
- Facilitate the assignment of testing resources to each test.
- Facilitate the coordination of data across test steps within scenarios.
- Work with the project team to schedule testing sessions and monitor assignments.
- Monitor and coordinate testing progress.
- Troubleshoot issues that occur during the testing phase.
- Report weekly statistics of testing progress including: total tests to be performed, tests performed to date, % completed, numbers of pass/fail, % pass/fail and a list of issues deemed "show stoppers".
- Conduct a daily testing de-brief during key testing activities to review progress and set the agendas and objectives for the following day.

City and County will:

- Define the City and County End to End and User Acceptance Testing scenarios and Acceptance scenarios.
- Agree that the scope of the testing defined is sufficient for the project to confirm the system. The testing will provide one key measure for authorization to move to Production with Workday.
- Define data to support each scenario/test step.
- Perform all tests with the exception of smoke (unit) testing.
- Log all issues and link those issues to the related test.
- Record the results of all tests in SharePoint

Stage 5: Deploy

This stage includes the steps necessary to move the Workday solution into production with the features and functionality described in the Project Charter. It also includes the transition to Workday Support Services for post-production support. The detailed Deployment Plan lists all remaining activities necessary for a successful deployment. A rolling adoption typical Workday deployment takes one to two weekends to perform and requires the following high level activities:

- Migration of configuration into the Production environment
- Migration of reports into the Production environment
- Go-live

After going live, Sierra-Cedar will provide post production support using the same resourcing model during the project of onsite/remote for two weeks after going live for Recruiting.

4. HIGH LEVEL SCOPE

The scope of this Statement of Work (SOW) is for services for the deployment of the Workday Recruiting solution. Professional and Implementation Services provided by Sierra-Cedar are

targeted to enable City and County to "Go Live" on the Workday Recruiting solution and retire the City and County's legacy applications while reducing manual processes and following leading practices.

5. DETAILED SCOPE

The features and functions which will be included in the City and County's Workday Recruiting deployment are listed below.

5.1. RECRUITING SCOPE

Sierra-Cedar will design and configure Recruiting generally available functionality as prioritized by the City and County. The configuration of each component listed below will be prioritized and designed during the initial stages of the project. The City and County will strive to reduce and align the number of plans, codes, business process steps, and other configurations that are currently different across the departments, unions, and other areas within the City and County. The following Recruiting functionality and/or features are in scope as part of this implementation:

Recruiting consists of Recruiting Basics, Recruiting Workflow, Job Requisitions, Evergreen Requisitions, Career Sites, Agency Management, Job Postings, Candidates, Referrals, Questionnaires, Candidate Pools, Recruiting Compliance, and Recruiting Reports.

- Career Centers 4: Request separate branding for Career Service, Library and Civil Service as well as unique listing for Internal Career Service and special access to Civil Service
- 1 consistent candidate, hiring process, and approval routing across all agencies recommend rule-based BP: Career Service and Civil Service
- Up to 15 candidate applicant questionnaires (one questionnaire per job requisition and no more than 25 questions) - assume there will be more with Civil Service but will accomplish by knowledge transfer for client to create
- Up to 3 job offer letter templates
- Facilitating the recruiting design sessions
- Reviewing the design session documentation
- Configuring with CCD recruiting resources
- Testing support which will now include Civil Service
- 5 Assessments CEB, Ergometrics, CPS, SHL and Internal (Police)
- Custom report for Civil Service Rank reporting

5.1.1. OUT OF SCOPE - RECRUITING

The following functionality is out of scope: Items provided by a 3rd party. If items provided by a 3rd party require any processing once the file leaves the Workday system, the processing will be the City and County's responsibility to work with the 3rd party; such processing and coordination are not in scope for this project.

5.1.2. Assumptions - Recruiting

For items listed in the scope above that have metrics listed next to them, the metrics
are not a limitation on the software but rather a scope guideline for the project. For
items that have a metric listed next to them, a 10% variance on metrics or work effort
will be included in scope. For variances above 10%, Sierra-Cedar will educate the
City and County project team designated in that area about how to complete the

- activity and will provide guidance as the City and County configures the remaining metrics over 10%. A change in scope may have an impact on pricing and require a change order.
- Sierra-Cedar and the City and County will follow the testing approach described in Section 3.4 of this SOW for this project. Additional support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found. All executed testing scenarios must be approved by the project team prior to moving into the Deployment stage. Any changes after the scheduled completion of the test stage and approval of testing activities that impact the project timeline will require additional fees and a change order.

5.2. CONFIGURABLE SECURITY SCOPE

Workday configurable security is a combination of functional areas, business processes, domains, security groups, and security policies. Sierra-Cedar will help the City and County to identify an efficient way to secure data and processes by assigning workers to standard Workday roles.

5.2.1. OUT OF SCOPE - CONFIGURABLE SECURITY

Configurable security is out of scope for this deployment.

5.2.2. ASSUMPTIONS - CONFIGURABLE SECURITY

Sierra-Cedar and the City and County will follow the testing approach described in Section 3.4 for this project. Additional support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found. All executed testing scenarios must be approved by the project team prior to moving into the Deployment stage. Any changes after the scheduled completion of the test stage and approval of testing activities that impact the project timeline will require additional fees and a change order.

5.3. DATA MIGRATION SCOPE

Following the data migration strategy and tenant management plan, Sierra-Cedar will complete two configuration loads for the Recruiting deployment. The configuration loads are referred to as the foundation build, configuration build, end to end build, and production build. These builds will be performed in Workday tenants as outlined on the tenant management plan. Additional tenants will be used throughout the project based on the number of tenants allotted to the City and County based on the scope of the project. These tenants will be established as copies of pre-existing tenants rather than through data migration loads.

Recruiting Foundation Tenant – Starting with the current Production tenant, the Foundation Tenant Build occurs at the end of the plan stage of the project. The Foundation Tenant will be configured and become the Recruiting Configuration Tenant. The Configuration Tenant Build occurs at the end of the architect stage of the project. The Configuration Tenant Build is based on feedback provided during the Architect Workshops. It will also be leveraged to begin building reports. The Configuration Tenant is an 80% - 90% complete tenant from a configuration and business process point of view.

Recruiting End to End Tenant – Starting with the current Production tenant, the End to End Tenant Build occurs at the end of the Configure and Prototype Stage of the project. The End to End Tenant Build is a complete tenant build with all configuration, business processes, and reports that will be used for end to end testing and user acceptance testing. A copy of the tenant, once the build is completed, will also be established as the Control tenant for any changes that come from end to end testing. A configuration freeze will be put into place prior to end to end testing and ANY changes required after the configuration freeze must go through change control for approval and impact. If approved, the change must be tested and approved prior to being added to the Control tenant, which is used as the basis for the Production Tenant Build.

Recruiting Production Tenant - The Production Tenant Build occurs during the deploy stage of the project. Everything that is migrated into the Production Tenant must come from the Control Tenant that is created from a copy of the End to End Tenant Build and maintained with approved, and tested configuration changes. The configuration, business processes, and reports in the Control Tenant will be migrated into the Production environment.

5.3.1. OUT OF SCOPE – DATA MIGRATION

The following data migration is out of scope: Open requisitions, job applicants, candidate resumes, candidate applications, historical transaction data migration, historical data from a previous system data migration, and any business objects not noted in the lists above.

5.3.2. Assumptions – Data Migration

- If the City and County requires any additional business objects to be migrated, the migration process will be manual or using a Workday Enterprise Interface Builder (EIB) and the responsibility of the City and County. The Workday EIB is an Excel based tool that can be used by the City and County to migrate objects into their Workday system.
- Two (2) builds are included during the project for Recruiting: End to End Tenant (P2), and Production Tenant. Each build will last about one week. Each of the Recruiting builds will be copied from the Production tenant and be built out for Recruiting A build does not include copies of existing tenants for different uses on the project (e.g. sandbox, testing, training etc.). If the City and County requires additional builds during the project, a change order will be required.
- There will be a sFTP server configured and available for data migration files and for use with the external vendor systems.
- A change in scope may have an impact on pricing and require a change order.

5.4. INTEGRATION SCOPE

N/A

5.5. REPORTING SCOPE

- Standard Reports
- Custom Report for Civil Service Rank Reporting

5.5.1. OUT OF SCOPE - REPORTING

· Reports not listed in the scope above are out of scope

5.5.2. ASSUMPTIONS - REPORTING

The City and County personnel designated as report writers must attend the following Workday training on reports:

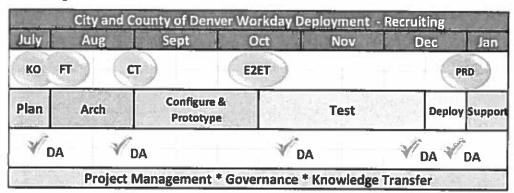
- Report Writer
- Calculated Fields
- Report Designer
- Composite Reporting

6. TIMELINE

Sierra-Cedar services will span approximately six (6) months from the start date including two (2) weeks of production support for each deployment phase. The production support model will be defined by the project managers during the Testing stage of each deployment phase. The estimated start date will be in July 2017 with an estimated completion in January 2018. This timeline is based upon Sierra-Cedar's understanding of the City and County's scope, internal staffing levels, need for change management, and our experience on other Workday projects. The final timeline, tasks, and stage durations will be completed during the Plan stage of the project.

Our timeline assumes an estimated project start date in July 2017 for an estimated go-live of January 2018 for Recruiting. Changes to timeline may affect pricing and will require a change order if the City and County is responsible for the delay. The sample graphical timeline of the engagement is listed below.

Recruiting Timeline



7. PROJECT PHASES - DELIVERABLES

The following table summarizes the deliverables by phase and the owners and contributors for each deliverable. Each deliverable will have an acceptance criteria for signoff on a form that is agreed to by the City and County of Denver and Sierra-Cedar. As Sierra-Cedar completes the associated deliverable for a given milestone, it will present the City and County with an Acceptance Certificate (see Appendix D). Within three (3) business days following receipt of the deliverables and Acceptance Certificate and returning it to Sierra Cedar (the "Acceptance") or, if the City and County does not believe the milestones have been reached or that the deliverables are acceptable, the City and County will notify Sierra Cedar in writing of the basis for its rejection. If the City and County does not accept or reject the Acceptance Certificate within such Acceptance period, Acceptance will be deemed to have occurred. If the City and County rejects any milestone deliverables presented by Sierra Cedar, the written rejection notice shall specify the basis for the City and County's determination that the milestones had not been reached or the deliverables are not acceptable. The Acceptance Process will repeat until Acceptance occurs.

The Owner of a deliverable is defined as the individual(s) who is/are primarily responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable, the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction.

7.1 WORKDAY DEPLOYMENT METHODOLOGY PLAN STAGE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Create Project Management Plan	Project Management Plan	Project work plan for the Project management activities and related monitoring of the related project activities	Sierra-Cedar	City and County	City and County signoff based on Workday Delivery Assurance signoff
Create Foundation Tenant	Foundation Tenant	P0 (zero): Foundation tenant used to kick-start the discovery and design activities. This will be a copy of Production.	Sierra-Cedar	City and County	City and County signoff on Foundation Tenant
Conduct Project Kickoff	Project Kickoff	Introduces team members and executive sponsors. Overview of project goals, review of scope and high-level timeline. Initial Prototype demonstration, identification of project roles and responsibilities.	City and County and Sierra-Cedar (Shared)		City and County signoff on Project Kickoff Presentation
Stage Signoff	Plan Stage Signoff	Signoff confirming that all activities and deliverable for this stage have been completed and the project can progress to the next stage.	City and County and Sierra-Cedar (Shared)		Completion of Stage

7.2 WORKDAY DEPLOYMENT METHODOLOGY ARCHITECT STAGE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Confirm Organizational Roles	Architect Business Processes and Roles	Determine organizational roles.	Sierra-Cedar	City and County	City and County signoff on Organizational Roles
Complete Design Decision Guides and/or Workbooks	Configuration Design	Detailed design sessions to gather configuration data. The Design Decision Guides and/or Workbooks include the security configuration.	Sierra-Cedar	City and County	City and County Signoff Design Decision Guides and/or Workbooks

ı	Stage Signoff	Architect Stage Signoff	Signoff confirming that all	City and		Completion of
ı			activities and deliverable for	County and		Stage
ı			this stage have been	Sierra-Cedar		
ı			completed and the project	(Shared)	;	
ı			can progress to the next	,		
Į			stage.			

7.3 WORKDAY DEPLOYMENT METHODOLOGY CONFIGURE AND PROTOTYPE STAGE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Define Plan	Tenant Management Plan	Define the plan for managing each tenant.	Sierra-Cedar	City and County	City and County signoff based on Workday Delivery Assurance signoff
Create Configuration Tenant	Configured Prototype	Configuration tenant based on the decisions made in the Architect state. The Configuration tenant will be created by adding configuration to the Foundation tenant.	City and County and Sierra- Cedar (Shared)	52	City and County signoff on Configuration Tenant
Create Test Plan and Test Scenarios	Test Plan and Test Scenarios	Test plan will define testing, purposes, responsibilities, guidelines, and other information specific to each round of testing to occur in the Test Stage. Define all test scenarios to be validated during testing. Sierra-Cedar will provide the City and County with test plans and scenarios from the Workday deployment guide as a starting point and facilitate the completion of these by the City and County.	City and County and Sierra- Cedar (Shared)		City and County signoff based on Workday Delivery Assurance signoff for Test Plan and City and County signoff on Test Scenarios
Create End to End Tenant	End to End Tenant	The End to End tenant will be created by taking a copy of Production and iLoading the configuration for Recruiting from the Configuration tenant.	City and County and Sierra- Cedar (Shared)		City and County signoff on E2E Tenant
Stage Signoff	Configure & Prototype Stage Signoff	Signoff confirming that all activities and deliverable for this stage have been completed and the project can progress to the next stage.	City and County and Sierra- Cedar (Shared)		

7.4 WORKDAY DEPLOYMENT METHODOLOGY TEST STAGE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Conduct Smoke Tests	Completed Smoke Tests	Completed test cycle to validate that the testing tenants are complete by executing short tests to validate that all key functional areas are working correctly. Sierra-Cedar is responsible for fixing errors that may occur during smoke testing. The City and County security team validates security provisioning is in place for testers.	Sierra-Cedar	City and County	City and County Signoff Smoke Tests results per agreed upon exit criteria
Conduct End- to-End Testing	Completed End-to-End Testing	Completed test cycle to validate the flow of end-to- end processes between multiple functions. Support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found.	City and County	Sierra-Cedar (support)	City and County Signoff End-to- End Testing results per agreed upon exit criteria
Stage Signoff	Test Stage Signoff	Signoff confirming that all activities and deliverable for this stage have been completed and the project can progress to the next stage.	City and County and Sierra- Cedar (Shared)		

7.5 WORKDAY DEPLOYMENT METHODOLOGY DEPLOY STAGE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Build Production	Final Data Migration and Configuration	All configuration for Recruiting are completed based on configuration iLoads from the Control Tenant Validated by the City and County.	City and County and Sierra- Cedar (Shared)		City and County signoff on Production Build
Complete Go- Live Checklist	Completed Go-Live Checklist	Completed Workday Go- Live checklist completed with required information prior to Delivery Assurance Review.	City and County and Sierra- Cedar (Shared)		City and County signoff based on Workday Delivery Assurance signoff

Stage Signoff	Deploy Stage Signoff	Signoff confirming that all activities and deliverable for this stage have been completed and the project can progress to	City and County and Sierra- Cedar (Shared)	
		the next stage.		

8. ROLES & RESPONSIBILITIES

8.1 CITY AND COUNTY RESOURCES

Based upon the scope and timeline, the following table describes the roles and responsibilities as well as the time allocations for the City and County project team members. The assignment of named resources and final time allocations will be determined during the plan stage of the deployment using the project staffing tool and the project plan developed jointly by the Sierra-Cedar and the City and County Project Managers.

CITY AND COUNTY ROLE	Responsibilities	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Executive Sponsor(s)/ Executive Committee	 Responsible for championing the project Ensures that the appropriate resources are available for the project Works with the project manager to resolve escalated issues in a time-effective manner Signs off on key deliverables throughout the project Acts as an active and visible resource on the 	5 persons at 5%
	project Participates in regularly scheduled Steering Committee meetings to ensure the project is meeting the goals and time-frames outlined at the beginning of the project Governance for any changes in scope	
Project Manager	Responsible for managing the project to completion	1 person at 25%
	Develops, manages, and maintains the Project Work Plan in partnership with Sierra-Cedar Project Manager	
	Manages the issue and key decision log	
	 Sets deadlines and evaluates milestones 	
	Assigns responsibilities	
V 18-04	 Escalates issues to the Steering Committee that may impact the go-live date 	
FUNCTIONAL		
Functional Lead	 Plays a key role during the workshops. Leads the functional team for a specific functional area(s), e.g., Talent Management 	1 person at 75%

CITY AND COUNTY ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	 Coordinates activities with the Sierra-Cedar Solution Architect / Principal Consultants and other City and County functional resources 	Ŷ.
i.	 Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential gaps in functionality 	
	 Performs functional lead responsibilities such as: Communicates business requirements Validates architecture and design Identifies data to be converted Cleanses data Validates data conversions Performs configuration Tests business processes and configuration Develops customer-specific training and documentation Gathers reports and defines reporting requirements 	
Subject Matter Experts (SMEs)	 Resources representing agencies / areas of functional expertise Perform subject matter expert responsibilities such as: Communicate functional requirements Identify data to be converted/provide artifacts (sample data, reports, policies, procedures, requirements) to assist in the design and documentation of current business processes Cleanse data Validate data conversions Test business processes and configuration (UAT) Work with Sierra to develop customerspecific training and documentation Assist with end user training and Business Readiness/Change Management activities Provide functional knowledge and expertise on requirements Participate in prototype workshops to understand Workday configuration Participate in testing reports Assist with end user training and organizational change management activities 	Final subject matter expert allocation to be determine during plan stage.
Testing Lead	Gather reports Contributes to the Testing Strategy and Testing Plan (with support from Sierra-Cedar)	1 person – 15% (starting in Configure

CITY AND COUNTY ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES	
	 Coordinates all testing activities including the creation of test scenarios and executing testing to populate in collaboration with Sierra-Cedar 	and Prototype but primarily Test stage)	
Workday Application Security Administrator	 Defines and updates security groups by working with the Sierra-Cedar functional consultants 	1 person at approx. 10%	
	 Defines and maintains domains and business process security policies by working with the Sierra-Cedar functional consultants 		
	 Tests security group membership 		
	 Analyzes and audits security policies and procedures 		
	 Activates pending security policy changes 		
REPORTING			
Report Developers	 Develop and test custom reports in accordance with functional requirements 	1 person at 20%	

8.2 SIERRA-CEDAR RESOURCES – ROLES AND RESPONSIBILITIES

The Sierra-Cedar deployment team roles, responsibilities, and initial allocations are documented below. Sierra-Cedar will work with the City and County to manage the allocations of resources as needed to support project needs.

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Executive Sponsor(s)	Responsible for being the point of contact representing Sierra-Cedar management team	1 - 2 persons – As needed
	 Works with the Project Manager so that escalated issues do not impact the project timeline 	
	 Participates in regularly scheduled Steering Committee meetings, which assess whether the project team is being held accountable for dates and commitments agreed to in the Project Work Plan 	
	 Maintains an ongoing relationship with the customer's executive contacts 	
Project Manager	 Responsible for working with the City and County Project Manager to manage the overall project to completion 	1 person at 25%
	 Defines project standards, policies and procedures to be used across projects 	
	 Monitors compliance with agreed-upon project management standards, policies, procedures, and templates via project reviews and assessments 	
	 Develops manages, and maintains the project plan 	
	Performs financial management across the project	

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	 Manages the project issues, risks and key decision log Sets priorities and deadlines and evaluates milestones Assigns responsibilities Provides project health reports to upper management and Workday on a regular basis Escalates issues to the Executive Steering Committee that may impact the go-live date Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk. Interacts with Workday Delivery Assurance, Product Strategy and Development 	
Functional		
Consultant	 Responsible for leading workshops during the Architect stage and validating that business processes are designed from a cross-functional perspective Provides a framework for explaining the impact of key design decisions Articulates the impact of the Workday Roadmap to the City and County's stated requirements Responsible for working with the City and County to design business processes Gathers functional and reporting requirements Maps client data to Workday Configures Workday according to the City and County's stated requirements Documents any areas where requirements are not met Supports testing Escalates issues that may impact the go-live date to the Project Manager Deliver one reporting workshop 	Recruiting: 1 person at 55%
Technical Data Migration	December for migrating City and County applications	1 parson at 40 hours for
Consultant	 Responsible for migrating City and County configurations using iLoads into Workday 	1 person at 40 hours for configuration iLoads

8.3. Assumptions - Resources

- The City and County and Sierra-Cedar will dedicate a sufficient number of their well-suited internal resources to the project in accordance with the resource requirements outlined in above.
- The City and County's functional and technical staff will be committed to the project in accordance with the resource requirements outlined in above and the associated changes to their job functions.
- Sierra-Cedar's resources will be committed to the project in accordance with the resource requirements outlined in above.

- The City and County project personnel will participate in accordance with time allocation stated
 in this statement of work and the City and County will make all good faith efforts to maintain
 their assignment to the project as long as they remain active employees, and as consistent
 with City and County human resources policies and procedures, and collective bargaining
 agreements.
- Sierra-Cedar's project personnel will participate in accordance with time allocation stated in this statement of work and Sierra-Cedar will make all good faith efforts to maintain their assignment to the project as long as they remain active employees,
- The City and County resources that are dedicated to the project will have their daily responsibilities appropriately prioritized to meet the project requirements and objectives.
- Lack of performance by the City and County or Sierra-Cedar resources that negatively impacts
 the project may require replacement of said resources. The City and County and Sierra-Cedar
 agree that if mutually agreed upon, a replacement resource will be identified and assigned
 within 5 business days after identification/agreement.
- Sierra-Cedar consultants will perform services in a combination of locations including the City and County's office, in Sierra-Cedar's Solution Center and remotely.
- The City and County will provide Sierra-Cedar consultants with reasonable facility access, working space, equipment and office support.
- The City and County will provide remote connectivity consistent with its security process and procedure to be used during the project.
- Changes to resources could impact pricing and require a change order.

9. PROFESSIONAL SERVICES HOURLY RATES & ESTIMATED FEES

Sierra-Cedar shall provide to CLIENT all Professional Services as set forth herein on a time and expense basis per the hourly rate schedule below.

Professional Service Resource	Negotiated Hourly Rate (USD)
Project Manager	\$170.00
Functional Consultant	\$170.00

The parties acknowledge and agree that the Professional Services Hourly Rates set forth above shall be in effect for CLIENT through the earlier of the completion of the deployment project or twelve (12) months following this SOW Effective Date.

All Sierra-Cedar Professional Services rates for roles that are expected to be assigned to CLIENT's project are listed above. Project related travel expenses are not included in the hourly rate. Travel expenses are not expected for this project and cannot occur unless approved by both parties.

Sierra-Cedar shall provide the Professional Services as set forth herein to the CLIENT on a time and expense basis on an hourly rate schedule as established in the Professional Services Rates section of this SOW. CLIENT shall pay to Sierra-Cedar the Professional Services fees incurred by the consultants in connection with the provision of the Professional Services within 30 days of the date of Sierra-Cedar's twice-monthly invoices. These invoices will identify the number of hours being billed by each resource type as well as Deliverable/Milestone noted on the invoice.

The estimated fees due Sierra-Cedar for the Professional Services under this SOW are set forth below. The parties agree that the compensation for Professional Services reflects a time and

expense approach, that Sierra-Cedar's estimates are not guaranteed and that CLIENT will only be responsible for paying Sierra-Cedar for services actually rendered.

During the course of completing the work outlined within this SOW, Sierra-Cedar will assign staff and available resources well-suited to complete the activities and deliverables. If at any point Sierra-Cedar believes actual fees may exceed estimated fees, CLIENT will be informed and CLIENT and Sierra-Cedar will work together to attempt to mitigate the additional fees. After all mitigation efforts are completed, any remaining excess fees will be addressed with a mutually agreed upon change order pursuant to the Change Order Process defined in the Appendix D of this Statement of Work. Sierra-Cedar will not perform services for CLIENT that would result in CLIENT being invoiced amounts in excess of the estimated fees set forth below absent a mutually-executed change order.

Estimated Hours and Fees:

Recruiting

Consultant	Hours		Estimate
Functional Consultant	72	20	122,400.00
Project Manager	10	00	17,000.00
Estin	ated Totals 82	20	\$139,400.00

DELIVERABLE(S)/MILESTONE(S)	MONTH COMPLETED	ESTIMATED HOURS TO COMPLETE
High Level Plan Foundation Tenant Project Kickoff Stage 1 Complete	Jul-17	Functional Consultant 60 Project Manager 10
Architect Business Processes and Roles Configuration Design Stage 2 Complete	Aug-17	Functional Consultant 120 Project Manager 16
Tenant Management Plan Configuration Tenant Build	Sep-17	Functional Consultant 120 Project Manager 16
Customer Confirmation Session Configuration Complete and Tested End to End Tenant Build Stage 3 Completed	Oct-17	Functional Consultant 120 Project Manager 16
Smoke Testing Completed End to End Testing Completed Stage 4 Completed	Nov-17	Functional Consultant 120 Project Manager 16
Cutover (Go-Live) Checklist Completed Production Build Stage 5 Completed	Dec-17	Functional Consultant 120 Project Manager 16
Post Production Support (2 weeks)	Jan-18	Functional Consultant 60 Project Manager 10
Totals		Functional Consultant 720 Project Manager 100

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

City and County of Denver	Sierra-Cedar, Inc.
	Mary Shewold (Jun 29, 2017)
Signature	Signature
Printed Name	Mary Sheffield Printed Name
Title	General Manager – Workday Title
	Jun 29, 2017
Date	Date

APPENDIX A - CHANGE CONTROL PROCESS

Below are the high-level steps of the Change Control Process. A detailed Change Control Process will be documented during the Planning Phase of the project. As the Change Control Process is fully defined, City and County and Sierra-Cedar will agree when this process will be invoked; e.g., changes requiring more than X number of hours.

To facilitate the Change Control Process, a governing Change Control Board (CCB) will be established for the duration of the project. The CCB will be composed of Stakeholders and Executive Sponsors from both City and County and Sierra-Cedar.

Situations wherein there is a lack of understanding or clarity in the defined requirements included in the Scope of Work, will be handled on a case by case basis with guidance from the CCB.

Opportunities for Change Control items to be included in scope without impacting quality, budget or timeline will be documented accordingly.

Change Control items that impact quality, budget or timeline may require a City and County PMO Change Request to reflect decision(s) and activities required.

High-Level Change Control Process Steps

- 1. Requirement is documented by the requestor.
- 2. A high-level estimate for solution development is provided to facilitate prioritization and impact.
- 3. Requirement reviewed/signed-off by the Agency Sponsor for presentation to the CCB.
- 4. Requirement is presented for review to the CCB.
- 5. CCB actions the requirement with one of the following dispositions:
 - Approved/accepted
 - Declined/denied
 - Deferred either future phase or additional information is required

NOTE: Approval to proceed with development must be authorized in writing by the City and County.

- 6. Communication to Project Team regarding disposition of Change Request.
- 7. If the Change Request is Approved,
 - A Detailed Solution Design is documented with level of effort hours estimate with an 80% degree of confidence.
 - Acceptance Approval is prepared and routed for signatures.
 - Sierra-Cedar and/or City and County Project Managers will determine timeline for delivery and update the schedule accordingly.

C4 CIERRA CERAR CIMARI	E CHANGE OPPED
C.1 SIERRA-CEDAR SIMPL	LE CHANGE ORDER
DATE SUBMITTED: / /	
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	Sierra-Cedar
STATEMENT OF WORK REFERENCE NUMBER:	Sierra-Cedar
REQUEST SUBMITTED BY:	, Sierra-Cedar
CHANGE ORDER NA	ARRATIVE:
THE PURPOSE OF THIS CHANGE ORDER	t IS:
THE IMPACT AND/OR COSTS ASSOCIATE ARE ESTIMATED AS FOLLOWS:	ED WITH THIS CHANGE ORDER
ATTACHMENTS, SCHEDULES OR TABLES	S:
This Change Order shall constitute an amend part of, the terms and conditions of the States	ment of Work titled .
The authorized representatives of the partie	s have signed this Change Order.

C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER

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

APPENDIX B - RATE CARD FOR CHANGE ORDERS

Role	Hourly	/ Rate Minimum	Hour	ly Rate Maximum
Project Sponsor	\$	175.00	\$	215.00
Engagement / Project Manager	\$	170.00	\$	210.00
Solution Architect	\$	165.00	\$	205.00
Principal Consultant	\$	160.00	\$	200.00
Principal Consultant - Data Migration	\$	150.00	\$	190.00
Data Migration Specialist	\$	140.00	\$	180.00
Integration Lead	\$	165.00	\$	205.00
Integration Consultant	\$	150.00	\$	190.00
Change Management Architect	\$	145.00	\$	185.00
Change Management Lead	\$	145.00	\$	185.00
Training Developer	\$	125.00	\$	165.00
Apprentice Rate	\$	125.00	\$	165.00

APPENDIX C - CITY AND COUNTY AUTHORIZED ACCEPTANCE APPROVERS

Agency	Name (alphabetical order)	Title	Role
Office of Human Resources	Karen Niparko	Executive Director of OHR	Executive Steering Committee Member
	Chris Longshore	HRIS Manager	Project Team Member
Technology Services (TS)	Chris Binnicker	Deputy CIO	Executive Steering Committee Member Project Sponsor
	Chad Mitchell	Director of Application Planning and Analysis	Project Team Member

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APPENDIX D - SAMPLE APPROVAL OF ACCEPTANCE

Acceptance Certificate

City and County: City of Denver Project: CORE Project (CAMA & OASIS Replacement) Initiated By:) Date:
	, **
Milestone Reference:	Type: ☐ Final
Description:	
The above has been reviewed deliverables and requirements pertaining to its completi Statement of Work (SOW) and is hereby considered as specified by City.	d by the City and fully meets all on as outlined in the entirety of the having passed the acceptance criteria
City and County Agency Representative	Date
City and County Agency Representative	Date
City and County Agency Project Sponsor	Date
City and County Technology Services Project Sponsor	Date
City and County Project Manager	Date
Sierra-Cedar Project Manager	Date

Sierra-Cedar City and County of Denver Recruiting SOW Final

Adobe Sign Document History

06/29/2017



By: Status:

Kim Hallsted (kim.hallsted@sierra-cedar.com)

Signed

06/29/2017

Transaction ID:

Created:

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- Signed document emailed to Mary Sheffield (mary.sheffield@sierra-cedar.com) and Kim Hallsted (kim.hallsted@sierra-cedar.com)
 06/29/2017 4:35:33 PM PDT

EXHIBIT B

Professional Service Workday	Cost Per Hour (includes all costs travel, hotel, etc.
Workday Consultant	\$170 to \$190
Professional Service PeopleSoft	
ERP Systems Analyst	\$180 to \$190
ERP Developer	\$180 to \$190
ERP Systems Administrator	\$180 to \$190