



## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

This Statement of Work ("**SOW**") is made as of October 1, 2023 ("**SOW Effective Date**") by and between Sierra-Cedar, LLC f/k/a Sierra-Cedar, Inc. ("**Sierra-Cedar**") and Brazoria County ("**CLIENT**"). This SOW incorporates by reference the Master Services Agreement between the Parties ("**Agreement**") dated January 25, 2019. **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, 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:

<b>Sierra-Cedar Account Executive</b>	<b>Name:</b>	Chris Myers
	<b>Address:</b>	1255 Alderman Drive
	<b>City/State/ZIP</b>	Alpharetta, GA 30005
	<b>Phone:</b>	972-400-7261; 470-235-5851
	<b>E-mail:</b>	chris.myers@sierra-cedar.com
<b>CLIENT Project Manager</b>	<b>Name:</b>	Rhonda Minks
	<b>Address:</b>	111 E Locust Street
	<b>City/State/ZIP</b>	Angleton, TX 77515
	<b>Phone:</b>	979-864-1611
	<b>Fax:</b>	
	<b>E-mail:</b>	rhondam@brazoria-county.com
<b>CLIENT Billing Contact</b>	<b>Name:</b>	Russell Webb
	<b>Address:</b>	111 E Locust Street
	<b>City/State/ZIP</b>	Angleton, TX 77515
	<b>Phone:</b>	979-864-1890
	<b>Fax:</b>	
	<b>E-mail:</b>	rwebb@brazoria-county.com
<b>CLIENT Site at which Services are to be performed<sup>1</sup></b>	<b>Name:</b>	Work performed remotely.

### 2. Definitions:

**2.1 "ASLMA"** means Application Software License and Maintenance Agreement or, if applicable, Oracle License and Services Agreement ("**OLSA**").

<sup>1</sup> Services may be performed at additional sites as may be mutually agreed upon by the Parties.



## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

- 2.2 “PeopleSoft”** refers broadly to Oracle, Inc., a vendor of enterprise management software and to PeopleSoft software products licensed by the CLIENT.
- 2.3 “PeopleSoft FIN”** refers broadly to a suite of software licensed by the CLIENT from Oracle to assist in the management of Financial systems, including general ledger and payables-related functionality.
- 2.4 “PeopleSoft HCM”** refers broadly to a suite of software licensed by the CLIENT from Oracle to assist in the management of Human Resources systems.
- 2.5 “PUM”** means PeopleSoft Update Manager and refers broadly to a suite of software licensed by the CLIENT from Oracle to assist in applying updates to Oracle PeopleSoft software products.
- 3. Services to Be Provided:** The Services to be provided by Sierra-Cedar pursuant to this SOW: Sierra-Cedar will perform both a PeopleTools update and a catch-up PUM application for CLIENT’s PeopleSoft FIN and HCM applications on CLIENT infrastructure at the direction CLIENT.
- 3.1 PeopleTools Update:** Sierra-Cedar will perform the following technical steps necessary to provide a remote PeopleTools v8.60 PeopleTools update to CLIENT’s current v8.56.13 for the CLIENT’s PeopleSoft FIN 9.2 and PeopleSoft HCM 9.2 applications:
- 3.1.1 PeopleTools Update will be performed on one production and two non-production environments each for the FIN and HCM applications (DEV, TEST, and PRD). The update will be performed on a total of six environments.
    - 3.1.1.1 Use CLIENT’s decoupled PS\_HOME folder structure and apply PeopleTools Updates to all CLIENT servers identified by CLIENT.
    - 3.1.1.2 Apply CLIENT’s high availability configuration for Application and Web Servers, as directed by CLIENT.
  - 3.1.2 PeopleTools Updates include:
    - 3.1.2.1 Update of PS Homes
    - 3.1.2.2 Update of Webservers
    - 3.1.2.3 Update of Application Servers
    - 3.1.2.4 Update of Process Schedulers
    - 3.1.2.5 Update of Databases
    - 3.1.2.6 Update of REN Server
    - 3.1.2.7 Update of Elasticsearch
  - 3.1.3 Update COBOL to Micro Focus Visual COBOL 7.0 and the corresponding server runtime licenses.
  - 3.1.4 Sierra-Cedar will provide the CLIENT access to remote production technical support for two weeks following the date of the PeopleTools Update production cutover.



## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

3.1.5 Upon CLIENT request, provide customization reapplication at the hourly rates listed in Section 6.3.

**3.2 Catch-up PUM Application:** As part of this SOW, and integrated with the PeopleTools Update services described in Section 3.1, Sierra-Cedar will perform remote application of the cumulative PUM Image “catch-up” services for the CLIENT’s PeopleSoft FIN and HCM application, currently running on PUM 31 and PUM 29 respectively, as follows:

3.2.1 Install the latest PUM Image.

3.2.2 Create a PUM Change Package.

3.2.3 Apply the PUM Change Package to the CLIENT’s DEV, TEST, and Production environments. The estimates below are for two non-prod environment applications and one production application, with the additional non-prod environment (DEMO) receiving the updates via refresh.

3.2.4 Upon CLIENT request, Sierra-Cedar can provide customization retrofits at the hourly rates listed in Section 6.3.

**3.3 Additional PUM Updates:** As part of this SOW, and integrated with the PeopleTools Update and Catch-Up PUM services described in Section 3.1 and Section 3.2, Sierra-Cedar will work with CLIENT to identify and apply additional PUM updates to keep its HCM and FSCM systems in sync with production, as follows:

3.3.1 At CLIENT direction, and upon mutual approval, incorporate the latest HCM Tax Updates and 1099 Updates.

3.3.1.1 CLIENT uses Payroll Encumbrance Accounting and will need the test passes of HCM and FSCM to remain in sync, allowing for UAT of the encumbrance processes.

## 4. CLIENT Obligations:

4.1 CLIENT will perform installation and administration of database servers, including activities such as:

4.1.1 Installation of Microsoft SQL Server 2019 on servers and clients, as requested by Sierra-Cedar.

4.1.2 Upgrade and provide copies of PeopleSoft HCM and FSCM databases from 2016 to 2019 as requested by Sierra-Cedar.

4.2 CLIENT will maintain responsibility for day-to-day management of the PeopleSoft applications and underlying infrastructure, accessing support from Sierra-Cedar for AMS as needs arise.

4.3 CLIENT will maintain responsibility for testing and approval of all application updates to its PeopleSoft production systems and general application infrastructure management for all work completed by Sierra-Cedar at the request of CLIENT.

4.4 CLIENT’s internal PeopleSoft application support personnel will be responsible for escalating application issues to Sierra-Cedar for analysis and resolution.



## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

- 4.5 CLIENT personnel will maintain responsibility for PeopleSoft Security Administration.
- 4.6 CLIENT will provision, maintain, and update Database, Application, and Web Server equipment and operating systems.
- 4.7 All Sierra-Cedar services provided under this SOW are contingent on CLIENT maintaining a current ASLMA, OLSA or equivalent and upon CLIENT's assurance, which shall be deemed provided by CLIENT's signature on this SOW, that CLIENT is not bound to any Oracle/PeopleSoft support obligation which has not been satisfied. If CLIENT's license expires or is discontinued, CLIENT shall notify Sierra-Cedar promptly but in no case longer than 30 days thereafter so that the services and pricing can be modified as needed to comply with Oracle/PeopleSoft licensing and access restrictions.
- 4.8 CLIENT acknowledges that Sierra-Cedar offers the Services only on the condition that CLIENT has a valid Oracle support and maintenance contract for the Software. CLIENT agrees to notify Sierra-Cedar prior to any termination of its Oracle support and maintenance contract, as the services and pricing would need to be modified to comply with Oracle/PeopleSoft licensing and access restrictions.
  - 4.8.1 If CLIENT terminates its Oracle support and maintenance contract, Sierra-Cedar will continue to provide AMS support services on a commercially reasonable basis, provided CLIENT acknowledges that the scope of such AMS support may be limited or modified to comply with applicable Oracle/PeopleSoft licensing and access restrictions.
- 4.9 Sierra-Cedar agrees to abide by the same obligations of non-disclosure to which CLIENT is bound under CLIENT's ASLMA, OLSA or equivalent. CLIENT agrees to provide Sierra-Cedar with a copy of any portion of its ASLMA or OLSA containing non-standard nondisclosure provisions.
- 4.10 Sierra-Cedar and CLIENT agree that Sierra-Cedar is being engaged as an authorized contractor and / or outsourcer as permitted by CLIENT's license agreement with Oracle, and that Sierra-Cedar is therefore responsible for compliance with all aspects of that agreement, including restrictions from: (a) removing or modifying Oracle program markings; (b) reverse engineering, disassembly, or decompilation; or (c) utilizing any program or code updates to which CLIENT is not entitled.
- 4.11 CLIENT will provide a VPN connection and full remote developer access (via Terminal Server) to CLIENT's Sandbox, Demo, Development, Test, and Production environments at such time as CLIENT requests services hereunder. This access is exclusively for providing AMS and will not be used by Sierra-Cedar for any other purpose.
- 4.12 CLIENT shall provide VPN access to Sierra-Cedar that includes the following minimum software requirements at such time as CLIENT requests services hereunder:
  - 4.12.1 PeopleSoft 2/3 tier CLIENT software and connectivity to environments to access non-web based PeopleSoft components such as application designer and nVision.
  - 4.12.2 Microsoft Word and Microsoft Excel application versions compatible with the PeopleSoft application version to be supported by Sierra-Cedar
  - 4.12.3 WSFTP file transfer protocol (FTP) software, or a comparable secure FTP CLIENT



## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

4.12.4 SQL level access to the application databases

4.12.5 Remote access to servers for PeopleSoft application

4.13 Sierra-Cedar requires continued access to a secure site to site VPN connection between CLIENT's designated network location and the Sierra-Cedar Data Center to provide appropriate security and bandwidth to perform the requested services.

4.14 Network and CLIENT Equipment. Provisioning, security, support, and maintenance of CLIENT'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 CLIENT. CLIENT is also responsible for correctly configuring and maintaining the desktop environment used by CLIENT to access systems supported by Sierra-Cedar. This includes CLIENT network router and firewall, which must also be in place and properly configured to allow data to flow between CLIENT system and Sierra-Cedar in a secure manner.

4.15 CLIENT shall be responsible for the internal overall program management, the technical infrastructure, and support during the PeopleTools Update and Catch-up PUM Application process, including, without limitation, knowledge and experience of the operating environment and database.

4.16 CLIENT program manager is responsible for coordinating with the Sierra-Cedar project manager regarding any other project that may impact, or be impacted by, this project.

4.17 CLIENT shall provide input, review, and participation during the performance of the Services, including, without limitation, requirements gathering, design, working sessions, and day-to-day engagement tasks.

4.18 CLIENT shall ensure that its employees make time available and provide Sierra-Cedar personnel access to key users and technical personnel within CLIENT's organization as it relates to the performance of Services.

4.19 CLIENT shall review and comment on draft materials prior to general publication in a timely manner.

4.20 CLIENT shall be responsible for establishing and following such change control procedures as it deems appropriate for this engagement. Sierra-Cedar shall be entitled to rely on any change order given to it by the CLIENT, regardless of the form of such change order.

4.21 CLIENT shall pay for the Services in the manner and within the amount of time agreed to by the Parties.

**5. Consent to Use of Remote Resources:** - CLIENT expressly consents to the performance of services under this SOW by Sierra-Cedar employees who will be working from a location within the United States which can be non-Sierra-Cedar facilities (i.e., their places of residence or remote work within the United States).

## **6. PeopleTools Update and Catch-up PUM Application Fees**

6.1 One-time Set up Fee



## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

SERVICE COMPONENT	ONE – TIME SET UP FEE
One-time set up fee for VPN and administrative setup activities	\$ 3,600

- 6.2 Sierra-Cedar will provide the PeopleTools and Catch-up PUM Application services described in Section 3 on a Time and Expense basis and invoice monthly in arrears at the rates set forth below for completed work. Retrofit work will be billed on an hourly basis using the rate card below and is outside the scope of the below estimate:

SERVICE COMPONENT	ESTIMATED HOURS	DURATION	HOURLY RATE	ESTIMATED COST
HCM/FIN Production and Non-Production environments remote PeopleTools 8.60 Update	270 (135 per pillar) hours	3 – 4 months (staggered or concurrent pillars)	\$150 – US Remote	\$40,500
Apply a PUM image as part of the PeopleTools Update process for the HCM and FIN application pillars	200 hours	2-3 months of additional time for PUM testing and reapplication of customizations	\$150 – US Remote	\$30,000
Additional HCM and 1099 Updates to keep production and update environments in sync.	40 - 80 hours	3-4 months (Estimated Duration)	\$150 – US Remote	\$6,000 to \$12,000
Total Estimated Fees – assuming 100% of the work is done from US Remote				\$76,500 to \$82,500

### 6.3 Project Rate Card

PEOPLESOFT CONSULTING US EXCLUDING TRAVEL EXPENSE*	US– RESOURCE REMOTE
\$150	\$150

\*Travel expenses for on-site consultants will be billed separately

## 7. Payment Terms



## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

- 7.1 Provided CLIENT fulfills the CLIENT Obligations outlined herein, Sierra-Cedar shall provide CLIENT with the advice and consultation services outlined herein ("the Services") on a time and expense basis. Sierra-Cedar shall send twice monthly invoices to CLIENT, payment of which shall be due thirty days after the invoice date.
- 7.2 Sierra-Cedar does not accept payment by credit card or purchasing card.
- 7.3 If CLIENT requests Sierra-Cedar to submit information such as time records or invoices to a third party agency such as a vendor manager or payment manager, all costs associated with Sierra-Cedar's use of the third party agency shall be borne by CLIENT. Sierra-Cedar shall have no obligation to provide such third-party agency with confidential or personal information nor shall Sierra-Cedar's submission of information to the third party agency relieve CLIENT of any obligations hereunder.
- 7.4 To the extent, if any, that Sierra-Cedar has estimated the time or fees required to perform any services, these figures are based on averages of prior engagements and the preliminary information collected thus far from CLIENT. Sierra-Cedar does not guarantee such estimates.

### 8. Term and Termination:

- 8.1 This SOW is scheduled to terminate June 30, 2024, or upon project completion, whichever occurs first, unless extended by written mutual agreement between the Parties at least 30 days prior to the scheduled termination date.
- 8.2 CLIENT or Sierra-Cedar may terminate this SOW at will and at any time by giving the other party written notice of termination 30 days prior to the effective termination date. All fees due under this SOW for Sierra-Cedar services performed through the date of termination shall be paid by CLIENT to Sierra-Cedar on or before the effective date of such termination.

**9. Schedules, Exhibits, and Attachments:** These terms are used interchangeably and refer to the following referenced documents. This SOW specifically excludes any document not referenced herein.

REFERENCE	DESCRIPTION
A.	Sierra-Cedar Travel and Expense Billing Policy
B.	Sierra-Cedar Labor and Rates
C.	Sierra-Cedar Sample Change Order Forms – (Attached)





## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

10. **Expiration of Offer:** The offer set forth in this SOW and in the Agreement is valid only through October 27, 2023, 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, LLC**

**Sierra-Cedar, LLC**

DocuSigned by:  
By: Sudhir Javangula  
FCF2644809444B1...

**Name: SUDHIR JAVANGULA**

**Title: GM-CLOUD MANAGED SERVICES**

**Date:** 10/23/2023 | 10:32 PM EDT

**CLIENT**

**Brazoria County**

By: [Signature]

**Name: L. M. "Matt" Sebesta Jr.**

**Title: Brazoria County Judge**

**Date:** October 26, 2023





## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

**10. Expiration of Offer:** The offer set forth in this SOW and in the Agreement is valid only through September 30, 2023, 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, LLC**

**CLIENT**

**Sierra-Cedar, LLC**

**Brazoria County**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## **SIERRA-CEDAR TRAVEL AND EXPENSE BILLING POLICY**

The following are Sierra-Cedar's policies for consultant travel and expenses:

### **Actual Costs:**

All travel and living expenses (with the exception of per diem meal allowances) are billed at the actual costs incurred, with receipts for such costs retained by Sierra-Cedar in accord with IRS guidelines.

### **Airfare:**

Client is responsible for the cost of round-trip coach airfare. Consultants purchase airline tickets as early as possible consistent with Client schedules in order to obtain a reasonable fare. Discounted fares are normally non-refundable. Client assumes the cost of any penalties due to cancellations as a result of Client's changes in consultants' schedules. Sierra-Cedar assumes the cost for any penalties arising from Sierra-Cedar requested schedule changes.

On international travel with flight time greater than seven hours, Client will be charged for a business class ticket unless other arrangements have been made in advance.

### **Lodging:**

Consultants acquire lodging consistent with business travel rates for the area of Client's offices. Consultants use the lower of Sierra-Cedar's or Client's corporate rate at designated national brand hotels whenever possible.

### **Per Diem:**

Meal expenses are calculated on a per diem basis using the allowed rate for a specific local or metropolitan area under the General Service Administration ("GSA") tables applicable to Federal employees traveling at government expense. GSA publishes Continental US (CONUS) per diem tables for each local or metropolitan area annually on October 1. The per diem rate includes all meals, meal tips, and incidental expenses. The per diem rate is prorated for partial days of travel away from home according to the GSA guidelines. Refer to the GSA website for per diem rates at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem), and the meal per diem breakdown at [www.gsa.gov/mie](http://www.gsa.gov/mie). Foreign Per Diem Rates can be found at [http://aoprals.state.gov/web920/per\\_diem.asp](http://aoprals.state.gov/web920/per_diem.asp).

### **Car Rental:**

Car rental is for a four-door mid-sized car. Consultants attempt to share transportation whenever possible.

### **Taxis/Trains:**

Client is billed for the cost of taxi, bus, shuttle, or train fare to Client's offices. Consultants attempt to use the most cost and time effective means for commuting to the Client's site.

Parking/Tolls:

Client is billed for the cost of parking and tolls associated with transportation to and from the Client's site, as well as airport parking and mileage to and from the airport.

Mileage:

Mileage is billed at the current published IRS mileage rate.

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**EXHIBIT B**  
**LABOR AND RATES**

**BILLABLE TIME POLICY**

The following are Sierra-Cedar's policies with respect to consultant time billable to Client:

**Hours Worked:**

Consulting support is billed on a time and material basis, based on the actual hours worked on Client matters, whether performed onsite or offsite. Client matters exclude time devoted to submission of time and expense reports and similar internal administrative functions.

Consultants maintain a daily timesheet of all hours worked with a brief designation of the nature of work performed for that day. Hours are logged to the nearest quarter of an hour.

For ad hoc consulting engagements, in which a consultant is brought in for a one or two day assignment, a minimum of eight hours per day will be charged unless prior arrangements have been made for part time work.

**International Travel:**

For assignments in North America, including Canada and Mexico, Sierra-Cedar will bill Client a minimum of eight hours when travel is required. For assignments to South America and Europe, Sierra-Cedar will bill Client a minimum of 40 hours. For assignments to Asia, Africa, Antarctica, Australia, and New Zealand, Sierra-Cedar will bill Client a minimum of 65 hours.

**Lunch Time:**

Client will not be billed for consultants' lunchtime, unless work or business is conducted during that time.

**SIERRA-CEDAR STANDARD RATES & PAYMENT**

Payment of any invoice sent by Sierra-Cedar shall be due 30 days after the invoice date. Invoices shall issue twice monthly. Sierra-Cedar's preference is to receive payment via ACH. It will provide ACH remittance information upon contract execution. If Client cannot pay via ACH, remittance shall be made to the address designated on the invoice or to the following lockbox address:

Sierra-Cedar, LLC  
PO Box 402521  
Atlanta, GA 30384-2521

**Standard Hourly Rates** change periodically based upon market conditions and other factors as determined by Sierra-Cedar. Sierra-Cedar services shall be invoiced at the rates specified pursuant to a given SOW or, if unspecified, at the Standard Hourly Rate then in effect. Current Standard Hourly Rates are set out in the table below. Sierra-Cedar agrees to provide a minimum of thirty days notice to Client of any change in the Standard Hourly Rate applicable to a Client project.

Consultant Level	Support Level	Hourly Rate
PeopleSoft Developer / Technical – US Remote	Senior	\$155
PeopleSoft Developer / Technical – Offshore Remote	Senior	\$50
PeopleSoft Consulting – US	Senior	\$155
US Project Manager	Senior	\$175

\*Travel expenses for on-site consultants will be billed separately

**Compensatory Tax** – The parties acknowledge that temporary living reimbursements to Sierra-Cedar consultant(s) may be deemed compensatory under federal, state, and local tax laws if a consultant's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Sierra-Cedar will plan with Client to limit the duration of a consultant's assignment in a particular location to less than one year. If Client's requirements are such that it becomes necessary for a consultant's services in a particular location to continue for a year or more and as a result such consultant's living expenses are deemed compensatory for tax purposes, Client agrees to pay Sierra-Cedar the amount of additional compensation provided to such Sierra-Cedar personnel to compensate for taxes imposed therefor.

**Travel Inflation Adjustment (applicable only to engagements with travel-inclusive rates)** – On January 1 of each year during the life of this Agreement, Consultant shall be entitled to increase the travel component of fees payable under this Agreement by the effective increase in Consumer Price Index for All Urban Customers ("CPI-U") for the 12 months ending November 30<sup>th</sup> of the prior year. Consultant shall provide not less than 30 days notice of such increase.

**Inflation Adjustment (applicable only to engagements which do not have specific language regarding rate increases during the life of the Agreement)** – On January 1 of each year during the life of this Agreement, Consultant shall be entitled to increase the fees payable under this Agreement by the effective increase in CPI-U for the 12 months ending November 30<sup>th</sup> of the prior year. Consultant shall provide not less than 30 days notice of such increase.

**C.1 SIERRA-CEDAR SIMPLE 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 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 \_\_\_\_\_.

**Expiration of Offer:** The offer set forth in this Change Order is valid only through \_\_\_\_\_. Unless Sierra-Cedar has waived expiration, if the Change Order is not executed by both parties on or before such date, the offer is rescinded, and all terms are null and void.

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

**SIERRA-CEDAR, LLC****CLIENT**

Sierra-Cedar, LLC

Brazoria County

**By:** \_\_\_\_\_**By:** \_\_\_\_\_**Name:** \_\_\_\_\_**Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_**Date:** \_\_\_\_\_