



**1<sup>ST</sup> A M E N D M E N T**  
**TO THE CERIDIAN DAYFORCE SUPPORT AGREEMENT**

**THIS 1<sup>ST</sup> AMENDMENT TO THE CERIDIAN DAYFORCE SUPPORT AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **CITY OF STAMFORD**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut (hereinafter the “City”), acted therein by David R. Martin, its duly authorized Mayor, and **QUODAMMODO SOLUTIONS, LLC**, a foreign (VA) limited liability company with a principal place of business located at 1523 Twisted Oak Drive, Reston, Virginia (hereinafter the “Consultant”) and acted therein by David Hocherman, its duly authorized Member.

**WHEREAS**, the City and the Consultant entered into an Agreement dated July 26, 2019, for Client Side Project Management with regard to the City’s Ceridian Dayforce SaaS Implementation (the “Agreement”); and

**WHEREAS**, the parties now wish to amend that Agreement to extend the time for Completion of Work and increase the Consultant’s Compensation.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**4. COMPENSATION.** Section 4 of the Agreement is hereby amended to reflect the Consultant’s updated Not-to-Exceed compensation of Two Hundred Twenty Five Thousand (\$225,000.00) Dollars without an additional, written Notice to Proceed from the City. This Amendment constitutes written Notice to Proceed from the City to exceed the original \$99,850.00 Not-to-Exceed amount. All other aspects of Section 4 of the Agreement not specifically modified herein shall remain in full force and effect;

**5. COMMENCEMENT AND COMPLETION OF WORK.** Section 5 of the Agreement shall be amended to reflect a substantial completion date of June, 30, 2021. All other aspects of Section 5 of the Agreement not specifically modified herein shall remain in full force and effect;

**EXHIBIT A.** EXHIBIT A STATEMENT OF WORK to the Agreement shall be deleted in its entirety and replaced with EXHIBIT A STATEMENT OF WORK, dated May 7, 2020, attached hereto as Exhibit A and hereby made a part hereof as if fully set forth herein; and

**REMAINING TERMS AND CONDITIONS.** All of the remaining terms and conditions of the Agreement shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.



**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

**CITY OF STAMFORD**

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
David R. Martin, Mayor

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

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

**QUODAMMODO SOLUTIONS, LLC**

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
David Hocherman, President & COO

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

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

Approved as to Form:

Approved as to Insurance:

\_\_\_\_\_  
Print: Chris Dellaselva  
Title: Assistant Corp Counsel

\_\_\_\_\_  
Print: David Villalva  
Title: Risk Manager

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

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



## STATEMENT OF WORK



ORGANIZATION		
CLIENT	NAME	City of Stamford, Connecticut
	PHONE	203-977-4186
	EMAIL	dyanik@stamfordct.gov
	MAILING ADDRESS	888 Washington Boulevard Stamford, CT 06904
CONTRACTOR	NAME	Quodammodo Solutions, LLC
	PHONE	908-230-0853
	EMAIL	dhocherman@qshcc.com
	MAILING ADDRESS	1523 Twisted Oak Drive Reston, VA 20194
DATE: May 7, 2020		AUTHOR: David Hocherman, Senior Partner
PROJECT		
PROJECT NAME	Client-Side Project Management: Ceridian Dayforce SaaS Implementation	
CLIENT	City of Stamford, Connecticut	
DESCRIPTION		
<p>Providing client-side project management for the implementation of Ceridian Dayforce Human Resource Information System and associated modules. Responsibilities shall include, but not be limited to providing semi-monthly status report with section addressing “key tasks in next 4 weeks” and project risk assessment call outs; design and carry out User Acceptance Testing plans designed for each City union; and participating in all project calls with Ceridian and any project meetings as may be requested by the Project Manager.</p> <p>Additional services may include providing on-site support during key project phases such as Discovery, Sandbox Delivery/UAT, and Go-Live/First pay run; reviewing City/BOE resource availability during project time-line for potential bottlenecks; responding to questions from governing authorities regarding progress toward goals, project management, vendor recommendations to city project manager, etc; ensuring that both vendors and team members are meeting their project commitments in order to assure a successful customer implementation; reviewing deliverables provided by the vendor and internal team members for accuracy and completeness; and enforcing project standards to ensure deliverable quality. Target Dates in the Delivery Schedule below have been set by Ceridian.</p>		

DELIVERABLES & DELIVERY SCHEDULE	
<i>Deliverable schedule and due dates are subject to change in consultation with Client</i>	
TARGET DATE	DELIVERABLE
July 31, 2020	<b>Sandbox Delivery:</b> Delivery of a majority configured product to kick off UAT
November 30, 2020	<b>Sandbox &amp; UAT Sign-Off:</b> Client will complete Sandbox and UAT phase and provide sign-off to move configuration to production
February 28, 2021	<b>Parallel/Integration Sign-Off:</b> Client sign-off on parallel payroll and integration testing <b>Go/No-Go Decision:</b> Decision to move forward based on the outcome of testing
March 20, 2021	<b>Processing Date of First Pay Run:</b> First Pay Run is processed with Dayforce
April 1, 2021	<b>First Pay:</b> Employees paid from the new system for the first time



## STATEMENT OF WORK



INVESTMENT		
DESCRIPTION	COST	TERMS
Project Management	\$130 / Hour	Subject to terms below.
Solutions Support	\$100 / Hour	Subject to terms below.
On-site Travel	\$1,500 / Trip	Subject to terms below.
<b>TOTAL NOT TO EXCEED</b>	<b>\$225,000.00</b>	

BUSINESS TERMS / CONDITIONS
DURATION OF SERVICES
<p>The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall substantially complete said work by June 30, 2021. It is agreed and understood that time is of the essence and that Contractor's failure to substantially complete the work within the period allowed shall constitute a breach of this Agreement. Contractor's sole remedy for delays shall be an extension of time to complete the work.</p>
TERMS OF PAYMENT
<p>Contractor shall invoice the city on a weekly basis for actual hours worked in the previous week split by type of work as delineated in Investment section herein. Invoices must be received by the City within ten (10) business days of the end of week being invoiced. The City agrees to remit payment electronically within thirty (30) days of invoice receipt.</p>
TRAVEL & EXPENSES
<p>The City may require Contractor to travel for on-site work with reasonable notice up to five (5) times under the terms of this agreement. Travel will be reimbursed by the City at the actual cost of travel, to include economy airfare and lodging, ground transportation, and meals while traveling, not-to-exceed \$1,250.00 per trip, except for the initial trip (which will reflect compressed booking window and therefore, higher cost of travel). Airfare and lodging will be submitted to the City for approval prior to booking. All other expenses will be subject to the City's existing policies for contractors or employees, or published IRS limits. Additional on-sites shall be subject to these terms.</p>
CONTRACT MODIFICATIONS
<p>The City may, at its sole discretion, agree to purchase additional hours or on-site visits from the Contractor at any time for the price quoted above. Contractor is bound to honor those rates for a period of two (2) years from the initial date of engagement. Any requests for additional hours or visits by the City must be made in writing by an authorized party prior to work or travel taking place. These modifications shall not be constrained by the not-to-exceed amount referenced above and in the governing agreement.</p>



## STATEMENT OF WORK



### CONFIDENTIALITY

- a. Confidential and Proprietary Information. In the course of performing the Services, Independent Contractor will be exposed to confidential and proprietary information of Client and organizations that are contracted to the Client. "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is valuable property of Client and its customers, developed over a long period of time at substantial expense and that it is worthy of protection.
- b. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client's prior written consent.
- c. Rights in Confidential Information. All Confidential Information disclosed to Independent Contractor by Client
  - i. is and shall remain the sole and exclusive property of Client, and
  - ii. is disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor's agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest in or title to the Confidential Information to Independent Contractor.
- d. Irreparable Harm. Independent Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Client shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Client under this Section, Client shall be entitled to recover its attorney's fees and costs from Independent Contractor.