



ORDER FORM

Order Date:	Date of the last signature below
Contract:	GS-35F-408AA
Trimble Entity Name ("Trimble") and Address:	e-Builder Inc., a Trimble company 1560 Sawgrass Corporate Parkway, Suite 400, Sunrise, FL 33323
Customer Entity Name ("Customer") and Address:	City of Corpus Christi 1201 Leopard Street, Corpus Christi, TX 78401
Billing Contact Name and e-mail Address:	ITInvoice ITInvoice@cctexas.com
Is a Purchase Order Required?	Yes <i>Purchase orders issued by Customer are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.]</i>
Is Customer Tax Exempt?	Yes
Initial Term:	7/1/2025 – 6/30/2026
Validity	This Order Form shall expire on 5/31/2025 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
Miscellaneous:	The Addendums to this Order Form are in addition to the terms and conditions found in the Contract, GS-35F-408AA. In the event of a conflict between the Addendums and the Contract, the Addendums shall prevail.

Total Annual Managed Services:

SIN	Unit of Measure	Description	Price
54151S	1	Managed Services – 50% FTE – Tier 1	\$129,672.54

Addendums:

1. Statement of Work

TERMS AND CONDITIONS

1. Terms and Conditions. This Order Form is subject to the Enterprise Software Co-Operative Purchase Agreement between Trimble and the Customer, dated 4/22/2020 ("**Agreement**").

2. Payment Terms. All fees are due NET 30 from the date of the Trimble invoice.

- **Managed Services:** 25% due quarterly in advance. The first 25% payment is due on 7/1/2025.
- **Travel:** Travel is not expected for the scope of work described in the SOW. Thus, all work will be done by Trimble remotely. If Customer requires that Trimble travel, a separate Order Form will be executed to reflect the updated scope and pricing.

3. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the fees found on the Contract.

4. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

5. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:

Signature: _____

Print Name: _____

Title: _____

Date: _____

TRIMBLE:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Addendum #1

Statement of Work

This Statement of Work ("SOW") describes the professional services that Customer has engaged Trimble (collectively "Parties") to perform on behalf of Customer. This SOW is integrated into a quote that incorporates the terms and conditions governed by the Parties (the "Agreement"). In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement shall govern, unless the SOW expressly identifies the term of the Agreement to be modified. This SOW may not be modified or amended except in writing signed by a duly authorized representative of each Party.

1 Managed Services

Trimble will provide one (1/2) Half Time (the "Trimble Managed Services Resource"). The Trimble Managed Services Resource to be assigned to perform Professional Services tasks which include:

- e-Builder Enterprise administration
 - Creation of new user accounts
 - Setting up permissions
 - New process Rollouts
 - General user support
 - Project administration
 - Account maintenance (e.g. role and user clean up)
- e-Builder Enterprise Training and Education
 - Creating and maintaining training materials
 - New user basic training
 - Workflow training
 - Administrator training
 - Training on new features
- Data Analysis
 - Evaluate use of cost management
 - Leverage best practices
- Process Improvement and process roll-outs
 - Provide training on process design
 - Conduct design sessions and requirements documentation
 - Process testing
 - Reporting assistance
 - Report cleanup
 - Create reports and report subscription
 - Dashboard creation and modification

Place of Performance: The Trimble Managed Services Resource will perform the above Professional Services tasks remotely.

Schedule:

- When Customer purchases its Trimble Managed Services Resource under this SOW, The Trimble Managed Services Resource is dedicating 50% of its time to support Customer. Customer is not allowed to transfer any "unused" time from the then-current month to future months, assuming the Trimble Managed Services Resource is directed to work by the Customer to work less hours than allotted.
- Scheduled time off for the Trimble Managed Services Resource will be requested and approved according to Trimble's time off process and policies. The Customer will be notified of scheduled time off requests upon approval. Scheduled time off includes paid time off ("PTO"), holidays, and Trimble sponsored employee events. Customer agrees that the fee includes time for scheduled time off.
- Unscheduled time off for The Trimble Managed Services Resource will be requested and approved according to Trimble's procedures and policies. The Customer will be informed of unscheduled time off upon approval. Unscheduled time off includes sick leave, medical leave, etc.

Disclaimer and Non-solicitation:

- The Trimble Managed Services Resource does not include any development hours. If custom development is needed to support the Trimble Managed Services Resource, a separate Order Form will be created. Common custom development items include custom reporting and integration.
- Trimble reserves the right to change the assigned resource and provide a satisfactory replacement.
- During the Term and for a period of two (2) years thereafter, Customer will not, directly or indirectly, employ, offer employment to, or otherwise retain the services of the Trimble Managed Services Resource, without the prior written consent of Trimble.

Term:

- Sixty (60) days notice prior to the expiration of this SOW is required if Customer wishes to: (1) expire the Trimble Managed Services Resource or (2) change the scope of work of the Trimble Managed Services Resource. Otherwise, the Trimble Managed Services Resource will automatically renew in one-year periods.