

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 16-031**

**AUTHORIZING AN AGREEMENT WITH eBUILDER  
FOR PROGRAM MANAGEMENT SYSTEM SERVICES**

WHEREAS, the Mobility Authority is currently using two different web-based program management systems on separate projects; and

WHEREAS, the Executive Director has determined that adopting a single web-based program management system to manage all of its projects through all phases from inception through construction will result in significant efficiencies and cost savings on an on-going basis; and

WHEREAS, the Executive Director has determined that eBuilder program management system is best suited to the needs of the Mobility Authority; and

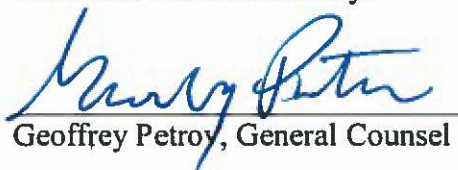
WHEREAS, the Executive Director recommends contracting with eBuilder through the Texas Department of Information Resources Cooperative Contract, Dell Texas Contract DIR-SDD-1951 for a period of three years in an amount not to exceed \$630,000.00; and

WHEREAS, pursuant to Section 401.011 of the Policy Code, purchases made through a cooperative program are exempt from the Mobility Authority's other procurement requirements.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorizes the Executive Director to enter into a contract with eBuilder for a web-based program management system and associated support services through Dell Texas Contract DIR-SDD-1951 for a period of three years in an amount not to exceed \$630,000.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June, 2016.

Submitted and reviewed by:

  
Geoffrey Petroy, General Counsel

Approved:

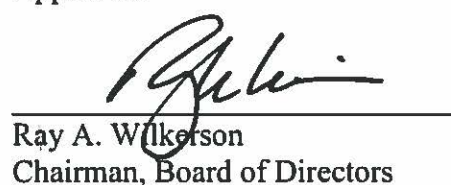
  
Ray A. Wilkerson  
Chairman, Board of Directors

Exhibit 1  
e-Builder Order Form  
**Central Texas Regional  
Mobility Authority**

June 10, 2016

This Investment Summary is considered valid for 120 days from the above publication date of this Order Form. Non-approval of the Order Form within this



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## Disclosure Statement

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THIS ORDER FORM (the “Order Form”), is between e-Builder, Inc. (“e-Builder”) and Central Texas Regional Mobility Authority (“Customer”), and is dated [REDACTED], 20 [REDACTED] (the “Effective Date”). This Order Form incorporates by reference the terms and conditions of the Master Services Agreement dated [REDACTED], 20 [REDACTED] between e-Builder and Customer (the “MSA”). In the event of an inconsistency between the terms of this Order Form and the MSA, the terms of the MSA shall control.

The term of this Order Form shall commence on the Effective Date and shall terminate in three (3) years on [REDACTED], 20 [REDACTED]. Customer may renew this Order Form by providing notice of renewal to e-Builder at least sixty (60) days prior to expiration of the then current term. Each renewal term shall be for a period of not less than one (1) year, unless agreed otherwise. Upon renewal e-Builder has a right to increase license fees after the initial 3 year term up to the greater of CPI plus 2% or five (5%) percent.

The information provided in this document shall not be disclosed outside the recipient’s organization and shall not be disclosed in whole or in part for any purpose other than to evaluate the information. During the evaluation process, the recipient may duplicate this document only for distribution to evaluators within the recipient’s organization. If a contract is awarded to e-Builder as a result of or in connection with the submission of this information, the recipient shall have the right to duplicate, use or disclose the information to the extent provided in the contract. This restriction does not limit the right of the recipient to use information contained if it is obtained from another source without restriction.

In the event that the recipient is served with a request to disclose any or all of e-Builder’s confidential information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, e-Builder asks to be promptly notified in order to provide sufficient time to object to such request, understanding that the recipient will take reasonable steps to cooperate with and assist e-Builder in contesting such request, requirement ,or order or in otherwise protecting e-Builder’s rights prior to disclosure.

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## Investment Summary

The following details the investment summary for the **Annual Software Subscription** and the **One-Time Implementation & Development Services** for the e-Builder Enterprise™ system.

### Annual Software Subscription

Annual Item	Scope Variable	Annual Price
Number of Users	Unlimited	\$181,800
<b>Total Annual Subscription</b>		<b>\$181,800</b>

### One-Time Implementation & Development Services

Item	Scope Variable	Price
e-Builder Enterprise Implementation, Setup, Deployment & Training	Per Implementation & Development Services Scope section below	\$30,000
Import Toolkit		Included
<b>Total Implementation Services</b>		<b>\$30,000</b>

### Total e-Builder Enterprise Investment – Year 1

Item	Price
Total Annual Software Subscription	\$181,800.00
Total Implementation & Development Services	\$ 30,000.00
Dell Service Fees	\$11,147.37
<b>Total Year 1 Investment</b>	<b>\$222,947.37</b>

### Optional Items

Item	Scope Variable	Price
Bidding Module	Includes Training	\$ 7,900.00
Data Migration	Estimate Only	\$20,000.00

### *Payment Terms*

- The **annual subscription** is due and payable upon contract execution.
- The **implementation services** and **Dell Service Fees** are due and payable upon contract execution.
- **Travel and Expenses** - Travel expenses and course material reproduction (if requested) are not included in the above investment. These expenses are billed as incurred as actuals.

### *Annual Subscription Includes*

- Unlimited Projects
- Unlimited Document Storage
- 24x7 Technical Support
- Quarterly Enhancement/Upgrades
- Maintenance Releases

### *Unlimited User License*

The proposed annual subscription fees for unlimited e-Builder Enterprise Users is based on the up to \$200M estimated average annual capital construction spending. e-Builder reserves the right to adjust the fee accordingly to align with the Customer's actual average annual capital construction spending.

## Implementation & Development Services Scope

Phase & Deliverables	Scope	Comments
<b>Project Kickoff &amp; Discovery</b>		
<b>Kick-off Meeting</b>	Included	2-4 weeks after contract execution
<b>Implementation Goals</b>	Included	Defined during Kickoff
<b>Success Matrix</b>	Included	Defined during Kickoff
<b>Initial Project Schedule</b>	Included	Defined during Discovery
<b>Data Gathering Guide</b>	Included	Defined during Discovery
<b>Project Design &amp; Requirements</b>		
<b>Solution Document</b>	Included	Requirements & Solution Design
<b>Project Configuration &amp; Testing</b>		
<b>Cost &amp; Funding Module</b>	1-Template	Includes Training
<b>Process Module</b>	1-Process	Scope includes e-Builder support and oversight for CTRMA to develop the process.
<b>Schedule Module</b>	1-Template	Includes Training
<b>Import Toolkit</b>	Standard	+Use Training
<b>Project Training &amp; Adoption</b>		
<b>Admin Training</b>	1- Session Onsite	1 days Duration/ 5 Users Maximum
<b>End User Training</b>	1- Sessions Onsite	1 days Duration Each/15 Users Maximum
<b>Adoption Calls</b>	4-Calls	

### Customer Responsibilities & Implementation Assumptions

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The following responsibilities and assumptions are necessary for the successful completion of this implementation. In the event that an item below does not occur in the manner or time frame defined, e-Builder may request to meet with the Customer and mutually agree upon an adjustment to the schedule, work activities and fees.

- The Customer will make best efforts to ensure the committed participation of all appropriate technical and user personnel throughout the project, including but not limited to periodic status reviews. Customer resources provided during the technical and functional sessions must be empowered to make decisions on project direction.
- The e-Builder implementation team will work jointly with the Customer team to resolve all issues including those impacting the scope and timeline. Issues that may impact the progress and the schedule will be documented. If the issue is critical, e-Builder will present the issue to the Customer in writing as quickly as possible. Once the issue is presented in writing the Customer is expect to respond within two (2) business days. If the issue cannot be resolved within two days, they will notify e-Builder and arrange a meeting with all relevant personnel to resolve this issue. Failure to do so could impact the cost and schedule of the e-Builder implementation project.
- All necessary content (data, text and graphics) will be provided to e-Builder prior to the creative processes (if applicable).
- The Customer will reimburse reasonable travel expenses for any travel associated with the engagement.
- Unless specifically identified as deliverables within this document, Customer will enter any historical data from past projects to enable historical analysis.
- Unless specifically identified as deliverables within this document, data migration, system integrations or custom development of any kind is not included within the scope of the e-Builder implementation project. These items can be included through the change management process if identified as required items.
- All change requests received and approved will be listed on a contract Addendum or Work Order. Each Addendum or Work Order must be signed and accepted prior to initiating additional work by the e-Builder.



e-Builder is the leading provider of integrated, cloud-based construction program management software for top facility owners and the companies that act on their behalf. The company's flag-ship product, e-Builder Enterprise™, improves capital project execution, resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build, and operate lifecycle. The company is privately held and headquartered in Plantation, Florida. For more information, visit [www.e-Builder.net](http://www.e-Builder.net).