

INTERDEPARTMENTAL AGREEMENT BETWEEN
DETROIT BUILDING AUTHORITY
AND
CITY OF DETROIT WATER AND SEWERAGE DEPARTMENT
FOR IMPLEMENTATION AND LICENSING OF E-BUILDER SOFTWARE PLATFORM

The City of Detroit Water and Sewerage Department (“DWSD”) and the Detroit Building Authority (“DBA”) enter into this Interdepartmental Agreement (“Agreement”) to express their understanding for implementation and licensing an enterprise model agreement with e-Builder, a cloud-based construction software and program management solution that will allow both organizations to increase productivity, accountability and traceability by providing easily accessible and real-time project data. The DBA uses a current instance of the e-Builder Enterprise construction program management software to manage its construction activities with 30 licenses. The DWSD and DBA negotiated with e-Builder to implement, set-up and deploy the e-Builder platform in a way that can be used by any City of Detroit Department (“City”) and/or associated entity under an enterprise wide structure. DWSD and DBA will be viewed as a single customer by e-Builder, which allows us to have a cost for the annual subscription that is in-line with the needs of the party and reduce duplication of fees as two (2) separate customers.

In 2017, “DWSD” began implementing a Capital Improvement Program (“CIP”) to accelerate the pace of infrastructure renewal. Effective implementation of large complex CIPs requires development of standard business processes and procedures for all project life cycle phases to establish a universal and repeatable framework for how projects are executed and managed. Program Management Information System (“PMIS”) platforms, such as e-Builder, provide these critical platforms. The City of Detroit and/or associated entities can leverage e-Builder to track and report the status of design and construction projects and Key Performance Indicators (KPIs) of the City-wide capital improvement projects for both DWSD and DBA. To support efficient and repeatable execution of the projects, support the standardization of project management business practices and documentation, and improve communication, collaboration and reporting, DWSD intends to fully utilize the e-Builder platform to provide up to date project status information and KPIs on DWSD and DBA capital improvement programs.

Recitals

WHEREAS, the DWSD CIP plan includes staffing and resources associated to support the design, configuration, development and implementation of a construction software and program management solution (the “Program”); and

WHEREAS, the DWSD has the ability to provide workflow design, services, technology coordination and training for licensing of e-Builder, PMIS (“the Project”); and

WHEREAS, to implement the PMIS and achieve the objectives of City-wide reporting on capital improvement projects, the DBA desires to be included within the Project scope of work of the Program and engage the DWSD to complete the Project work; and

WHEREAS, the DBA will budget for and pay its proportional share of licensing costs to DWSD for participation in the Project;

and

Therefore, in consideration of the mutual undertakings and benefits to accrue to the parties, it is agreed as follows:

Article 1: Responsibilities of the Parties

1. DBA shall:
 - a. Secure and verify budgeted funding for its proportional share of the total annual Project costs;
 - b. Pay its proportional share (30%) of the total annual Project costs for unlimited license renewal of the PMIS;
 - c. Upon receipt of invoice documents by DWSD, provide payment; either via check or an Automated Clearing House (ACH) payment to DWSD through the inter-agency billing (IAB) process for the Project costs;
 - d. Ensure DBA staff participates in the annual training provided by DWSD or e-Builder; and
 - e. Provide approval of the design and process documents provided by DWSD, where applicable.

2. DWSD shall:
 - a. Produce copies of invoice documents from e-Builder as part of its IAB process to DBA. At a minimum these documents shall identify:
 1. Annual item,
 2. Scope item
 3. Annual price
 - b. Provide staff for the duration of the agreement to support intermittent training efforts; and
 - c. Pay its proportional share (70%) of the total annual Project costs for unlimited license renewal of the PMIS.

Article 2: Project Budget

1. DBA has agreed to fund its license costs under the Agreement with DWSD. Effective July 1, 2020 to June 30, 2022, the DBA will pay to DWSD thirty percent (30%) of E-Builder unlimited license costs to be part of the enterprise e-builder agreement, annual software maintenance and EZ File Transfer Tool. DWSD also negotiated to increase the current 100 user licenses to unlimited for the next renewal period - effective May 1, 2020. To match the City's fiscal period, the license renewal has been adjusted to match the July 1st to June 30th period.
2. The cost for the unlimited license for the balance of the FY 20 period is \$28,344.00; this shall be cost allocated 70% DWSD and 30% DBA under this agreement.
3. DWSD entered into a two-year agreement with e-Builder that pays for the project design, requirements phase, configuration, development, implementation and license fees for 10 process modules, reports and training.
4. If DWSD or DBA requires additional process modules after these initial 10 process modules are completed, requesting organization shall pay for those costs under a change order as described in line 5 of this Agreement.

5. The Annual Cost for the e-Builder Software Subscription is \$170,064.00 under this initial two-year agreement that started in May 2020. E-Builder may increase the license fees up to the greater of CPI plus 2% or 5%. Please refer to appendix E-Builder cost proposal to calculate applicable costs.
6. In the event a change order becomes necessary that will exceed the expected Annual Software Subscription or due to additional scope, the parties shall agree in advance as to (a) the required amount of the change order and corresponding increase to the Project budget, and (b) the cost share between the parties related to the change order, if applicable.

Article 3: Construction Administration

1. Administration of the Software Platform work shall be conducted by DWSD and DBA e-Builder administrators and as part of its normal policies and practices.

Article 4: Term

1. The term of this Agreement shall begin on April 1, 2020 and shall expire upon the termination of the e-Builder Software Subscription, unless sooner terminated by mutual agreement of the parties. A party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. If the Agreement is terminated by a party before payment of commenced subscription year, the terminating party shall be responsible and reimburse the non-terminating party for any and all actual costs incurred and disbursed for the Project work or license fees including any claims from the contractor for unbilled work until the date of termination.
2. The parties agree that upon termination or expiration of this Agreement, they will assist each other to affect an orderly, timely and efficient transfer and conclusion, in all tangible and intangible respects.

Article 5: Payments

1. Invoices for services or fees relating to the Project work shall be invoiced by DWSD to DBA at the beginning of the subscription year or at the completed scope. DBA shall review the invoice and advise DWSD of any concerns within 5 calendar days of receipt. If DBA notifies DWSD of any concerns with the invoice, DWSD shall respond to said concerns within 5 calendar days of receipt. Thereafter, the parties shall endeavor to resolve all invoice concerns and questions in a timely manner. Once the invoice has been agreed upon by the parties, DBA shall pay the invoice via check or ACH payment to DWSD as billed through the IAB process within 10 calendar days.
2. Prior to forwarding an invoice, DWSD shall review the invoice for accuracy. For each invoice, DWSD will certify that the Project work was completed in accordance within the Project scope. Any deviations from the quoted project shall be approved by DBA in advance. Deviations not receiving prior approval by DBA will not be reimbursed.

Article 6: Miscellaneous

1. The parties agree that this Agreement shall not be assigned throughout its term without the prior

written consent of the other party

2. Access to Work Product during the term or prior to termination of this Agreement shall be restricted to authorize representatives of the DBA and DWSD only. No party has the right to disclose or use any Work Product or related information gathered in preparation for or performance of this Agreement without prior written authorization from the other party. All Work Product and other documents and information related to this Agreement is confidential and shall be handled in a manner to preserve confidentiality. Each party shall communicate this confidentiality requirement to its employees, subcontractors, assignees, agents and others as well.

3. Each party shall comply with all federal, state and local laws and regulations, fair employment practices, policies and procedures, as well as all applicable professional standards, in performing pursuant to this Agreement. Each party shall also ensure compliance with same by its employees, subcontractors, agents, and assignees.


In Witness Whereof, DWSD and DBA, by and through their authorized officers and representatives, have executed this Agreement.

**City of Detroit
Detroit Building Authority:**

By: 
Tyrone Clifton, Director
Detroit Building Authority

Dated: 10/21/2021

**City of Detroit
Water and Sewerage Department:**

By: 
Gary Brown, Director

Dated: 12/2/21

Approved as to Form By:


DBA Legal Counsel 10.21.21
Date

Approved as to Form By:


DWSD General Counsel 12/2/21
Date

Costs Summary for cost allocation 70% DWSD and 30% DBA

Prorated Amount for partial Annual Software Subscription 5/1/2020 – 6/30/2020
Unlimited Licenses for the Detroit Water and Sewage Department instance / Detroit Building Authority
Total Cost - \$28,344.00

1st Year Annual Software Subscription 7/1/2020 – 6/30/2021
Unlimited Licenses for the Detroit Water and Sewage Department instance / Detroit Building Authority
Total Cost - \$170,064.00

2nd Year Annual Software Subscription 7/1/2021 – 6/30/2022
Unlimited Licenses for the Detroit Water and Sewage Department instance / Detroit Building Authority
Total Cost - \$170,064.00