Roll Call Number	Agenda ItemNumber
	<u>581</u>
Date September 14, 2020	

APPROVING PROFESSIONAL SERVICES AGREEMENT WITH THE ENVISION GROUP, INC., d/b/a ENVISIONCAD, FOR PROFESSIONAL SERVICES FOR CAD SYSTEM IMPROVEMENT IMPLEMENTATION, NOT TO EXCEED \$310,975

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That Professional Services Agreement between the City of Des Moines and The Envision Group, Inc. d/b/a EnvisionCAD, Ronald Brys, President, 8517 Excelsior Drive, Suite 102, Madison, Wisconsin, 53717, for a total cost not to exceed \$310,975, to provide professional services for Computer Aided Design (CAD) System Improvement Implementation, a copy of which is on file in the office of the City Clerk, is hereby approved as to form and content.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, said Professional Services Agreement for and on behalf of the City of Des Moines, Iowa.

	(Council Letter Number attached)
	Activity ID 01-2020-015
Moved by	to adopt.
FORM APPROVED:	s/Kathleen Vanderpool
	Kathleen Vanderpool

Deputy City Attorney

Funding Source: Page Misc - 7, Enhanced Info. and Communication System, MS001,

G.O. Bonds

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
GRAY				
MANDELBAUM				
voss				
WESTERGAARD				
TOTAL				
MOTION CARRIED		•	AP	PROVED

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Mayor	 City Clerk
Wayor	,

CITY OF DES MOINES AGREEMENT FOR PROFESSIONAL SERVICES: HOURLY Computer Aided Design (CAD) System Improvement Implementation Activity ID 01-2020-015

THIS AGREEMENT for Professional Services (hereinafter "Agreement") is made by and between the City of Des Moines, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "City" and The Envision Group, Inc. d/b/a EnvisionCAD, Ronald Brys, President, 8517 Excelsior Drive, Suite 102, Madison, WI, 53717, hereinafter referred to as the "Consultant", being a corporation organized and existing under the laws of the State of Wisconsin and being duly authorized to do business in the State of Iowa. This Agreement is not valid until signed by the City representative set out below.

WHEREAS, the City is desirous of obtaining professional services in connection with the implementation of a new Computer Aided Design (CAD) System in accordance with the scope of work shown in Attachment 2 (hereinafter the "Project"); and

WHEREAS, the Consultant is desirous of performing the professional services for the City in connection with CAD System Improvement Implementation;

WHEREAS, the CAD System Improvements Implementation includes, but is not limited to, the setup, testing, training and maintenance of the CAD system used by the City to plan, design, and construct the City's Capital Improvements Program (CIP).

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1 - GENERAL

- **A. PERFORMANCE:** The performance of the Consultant is limited to the scope of services outlined as hereinafter set forth.
- B. CONSULTANT'S REPRESENTATIONS: The Consultant represents and agrees that:
 - 1. Consultant is an experienced software consulting firm having the ability and skill necessary to perform all the services required of it under this Agreement in connection with the plan of the Project having the scope and complexity of the Project contemplated herein; and
 - 2. Consultant has the capabilities and resources necessary to perform its obligations hereunder; and
 - 3. Consultant is familiar with all current local, state and federal laws, rules and regulations which are applicable to the design and construction of the Project (including but not limited to city ordinances and building codes of city, state and federal authorities that are applicable to the Project) and that all drawings, plans, specifications and other documents prepared by the Consultant must be prepared in accordance with, and comply with all applicable laws, rules and regulations; and
 - 4. All plans, drawings, specifications and other documents prepared pursuant to this Agreement must be complete and functional for the purposes intended, and that the Project will be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and.
 - 5. That all services provided by the Consultant shall be performed in a timely manner and shall be performed with that degree of care, skill, and diligence ordinarily exercised under similar conditions and in the performance of projects of a similar nature to the services contemplated by this Agreement by competent members of the architectural and engineering professions. Consultant represents that it has the experience and expertise necessary to provide design and engineering services to result in a functional, operating Project. Consultant shall be responsible for all services provided under this Agreement regardless of whether such services are provided by Consultant or by any subconsultant hired by Consultant.
 - 6. The Consultant is responsible for the professional quality, technical accuracy, timely completion and the coordination of all plans, studies, designs, drawings, specifications, reports, and other services furnished by Consultant for the City under this Agreement regardless of whether such drawings and documents are prepared by the Consultant or by the Consultant's subconsultant's. The Consultant is

responsible for coordination and internal checking of all design documents and for the accuracy of all information contained therein, as fully as if each document were prepared by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its plans, studies, designs, drawings, specifications, reports, or other services.

- CITY'S' AUTHORIZED REPRESENTATIVE: The Des Moines City Manager is the liaison officer between the Des Moines City Council and the Consultant. The City Manager has delegated the administration, general supervision, and approval authority under this agreement to the City Engineer, hereinafter City Engineer. The City Engineer is the City's representative for administration of the services to be performed under this Agreement, and shall receive all communications and information, arrange such conferences as deemed necessary, secure, and obtain all comments, approvals, and notices to proceed from the City, and transmit such comments, approvals, and notices to proceed to the Consultant. The services to be performed by the Consultant under this Agreement shall at all times be subject to the general oversight and administrative approval of the City Engineer.
- D. CONFERENCES: As the performance of this Agreement progresses, conferences shall be held from time to time at a mutually convenient location at the request of the City Engineer. The Consultant shall prepare and present such information as may be pertinent or necessary to enable the City Engineer to pass critical judgment on the features and progress of services under this Agreement. The Consultant shall make such changes, amendments, or revisions in the detail of any phase of services under this Agreement as may be required by the City Engineer. If alternates or alternatives are to be considered, the City Engineer shall have the right of selection. The Consultant shall, at the request of the City Engineer, appear personally, prepare and present such documents and explanations to the Des Moines City Council as may be requested.
- E. INSURANCE AND INDEMNIFICATION: The Consultant shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment 1 to protect the Consultant and City throughout the duration of this Agreement. The Consultant shall not commit any act which shall invalidate any policy of insurance. The Consultant shall defend, indemnify and hold harmless the City in accordance with the indemnification requirements set forth in Attachment 1. The Consultant shall be subject to all terms and provisions set forth in Attachment 1 and the exhibits thereto.
- **F. PROGRESS REPORTS:** The Consultant shall furnish the City with written monthly progress reports, which shall indicate the percentage of work completed, together with a description of the work in progress under this Agreement. The Consultant shall also, upon request of the City Engineer, furnish the necessary documentation to verify the reported progress.
- G. ACCESS TO CONSULTANT'S RECORDS: The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred in performing work covered by this contract. The City Engineer shall have access to said documents and evidence for the purpose of inspection, audit and copying during normal business hours. All said documents shall be retained for three years from the date of final payment under the contract.
- H. OWNERSHIP OF DOCUMENTS: Consultant agrees that the City shall become the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form and whatever stage of design, prepared under this Agreement ("the Design Documents"). Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests therein or related thereto. Consultant warrants to the City that the Design Documents will be free from any claims or encumbrance of intellectual property or proprietary rights of Consultant or any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary or affiliate of Consultant and Consultant will indemnify the City for any such claims or encumbrances pursuant to Attachment 1. Upon completion or termination of this Agreement, Consultant will immediately turn over to City all Design Documents not previously delivered to City.

To the extent any of Consultant's rights in the Design Documents are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Consultant hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the City's right in and to the Design Documents.

The City owns the Design Documents, but the City agrees not to re-use the Design Documents developed and provided by the Consultant for this Project, in the construction of another project, without the prior approval of the Consultant, except that the City may re-use such Design Documents, without the prior approval of the Consultant, as long as the City shall indemnify the Consultant against any claim for negligent design relating to its re-use of said Design Documents.

I. TERMINATION: If the City, in its sole discretion, should desire to suspend or terminate the services of the Consultant under this Agreement, such suspension or termination may be effected by the City giving the Consultant written notice. Payment shall be made by the City for services rendered by the Consultant to date of termination as provided in Section 3, B.

J. CHANGES IN SCOPE OF SERVICES:

- 1. Extra Work: Authorization for extra work shall be evidenced by the City and Consultant in writing, in the form of a Supplemental Agreement. At the discretion of the City, work not called out in the Agreement or which is considered to be beyond the extent of a reasonable exploration of alternates and/or "trial and error" solutions in design procedure may be classed as extra work. Extra work will usually be of limited extent and may consist of, but is not necessarily limited to:
 - a. The introduction of new items of work beyond the stated or implied scope of the Agreement.
 - b. Redesign and/or detailing based on change of concept after prior approval and authorization to proceed and causing appreciable loss of work accomplished. This item consists of work required to revise plans and/or documents to the state of completion obtained prior to the order for change.

At the option of the City, payment for extra work may be made on a fixed price; a cost plus a fixed fee; time and materials; or other mutually-agreed basis. If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall promptly notify the City in writing of that fact. In the event the City determines that such work does constitute extra work, the City shall provide extra compensation to the Consultant as provided for above. No extra work shall be performed by the Consultant without receiving a written agreement from the City in advance.

2. Deletion of Work: Authorization for deletion of work shall be evidenced by the City in writing. At the discretion of the City, work items listed in Section 2 - Scope of Services, or parts thereof, may be deleted from the Project. Reduction to the Consultant's compensation as a result of deletion of work shall be based on the cost estimate of the work deleted. In the event that the Consultant had performed authorized work on the items deleted prior to deletion, the cost of such work shall be retained in the Consultant's compensation.

K. NONDISCRIMINATION: The Consultant hereby acknowledges and agrees:

- 1. To comply with the Equal Employment Opportunity Program included in the City of Des Moines Contract Compliance Program, which is available at http://www.dmgov.org/Departments/Engineering/Pages/Documents.aspx or from the City Engineer's Office.
- 2. To comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code.
- 3. Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, gender identify, familial status, or disability.
- 4. To include this provision in all subcontracts for this Project.
- L. DISADVANTAGED BUSINESS ENTERPRISE/TARGETED SMALL BUSINESS (DBE/TSB) PROGRAM: It is the policy of the City of Des Moines that Disadvantaged Business Enterprises (DBEs)

or Targeted Small Businesses (TSBs), as defined in the City Contract Compliance Program, shall have the maximum opportunity to participate in the performance of City funded contracts and procurements. This Professional Services Agreement does not include any DBE or TSB goal; however, the Consultant is encouraged to solicit DBE or TSB participation, and whenever possible, include DBE or TSB Subconsultants for a portion of the work.

- M. SUBLETTING OR ASSIGNMENT TO SUBCONSULTANT: The Consultant shall not sublet, assign, or otherwise dispose of any portion of the services to be provided by this Agreement without a written permission to sublet signed by the City Engineer. Requests for permission to sublet, assign or otherwise dispose of any portion of the services shall be in writing, and shall name the individual or organization to serve as the subconsultant (the "Subconsultant"), which will perform the work, the work to be performed, and the dollar amount of the work to be performed. When requested by the City Engineer, the Consultant shall provide a written report showing that the Subconsultant is particularly experienced and equipped for such work. Consent by the City for the Consultant to sublet, assign or otherwise dispose of any portion of this Agreement, shall not relieve the Consultant of any responsibility for fulfillment of this Agreement, nor shall it in any way create a contractual relationship between the City and the Subconsultant. The Consultant agrees to include in and make a part of all subagreements all portions of this Agreement which relate to the Subconsultants' work including the Nondiscrimination portions of this Agreement. Consultant agrees to include in all subagreements that the City is an intended beneficiary of the subagreement. The following listed Subconsultants shall be deemed to be approved when this Agreement is executed: None.
- N. CLOSE-OUT OF AGREEMENT: Upon completion or termination of Services under this Agreement, the Consultant shall provide the City the following documents:
 - 1. Documents as stated in Section 1.G of the Agreement.
 - 2. Statement of Final Invoice.
 - 3. Written report showing the actual amounts paid by the Consultant for services under this Contract to DBE/TSB if a goal is established.
- O. LAWS, REGULATIONS AND CODES: The Consultant hereby agrees that:
 - 1. All work done as part of this Agreement is subject to current Federal, State, or Local Laws, Regulations and/or Codes and shall comply with such applicable Laws, Regulations and/or Codes.
 - 2. All design and survey work under this Agreement shall be performed under the direction and control of an engineer, surveyor, or architect licensed in Iowa. Engineering, architectural, and land surveying documents, including plans, specifications, and reports, shall be sealed by an engineer, surveyor, or architect licensed in Iowa.
 - 3. Consultant shall design all Project elements to comply with all applicable Federal, State and local laws, regulations and building codes, including but not limited to the Americans with Disabilities Act (ADA) as amended.
- P. ATTORNEYS' FEES: In the event the City is required to enforce the provisions of this Agreement due to a dispute between the Consultant and the City or to collect damages for the breach of this Agreement and if the dispute results in the filing of a legal action and/or demand for arbitration, mediation, or other form of alternative dispute resolution, or if the City is required to protect or defend itself, and the City prevails in whole or in part, the City shall be entitled to reasonable attorney's fees, costs and expenses, including but not limited to out-of-pocket expenses, expert witness fees and costs, depositions, and other expenses of the proceedings, including expenses of collection of any judgments or awards rendered there under.
- Q. **DEFENSE COOPERATION:** In the event that the City has to defend any claim or legal action relating to or resulting from goods or services pursuant to this Agreement, including but not limited to the Design Documents, or any other service provided under this Agreement, the Consultant shall cooperate fully with the City in defending such claim or action, including but not limited to, timely response to all requests by the City.
- R. CONTROL OF ACCESS TO CITY COMPUTING EQUIPMENT: "Computing equipment" means all personal computers, servers, networks, and information technology assets owned by the City on which Consultant work is performed. The City retains the right to control the method by which Consultant directly

or remotely accesses the City's computing equipment. The Consultant shall abide by the means designated by the City for on-site or remote access to the City's computing equipment, at the City's discretion, however such means to access shall not be in a manner that prevents the Consultant from performing the work specified in this Agreement. The Consultant shall pay for any software licenses it requires to be able to use the City's designated method of remote access. The extent to which the City's computing environment shall be protected and secured is the sole judgment of the City.

- S. NOTICE TO PROCEED: The Consultant shall not begin work until a written notice to proceed is issued by the City Engineering Department. If Section 2 of this Agreement provides for the work to be completed in phases, a notice to proceed shall be issued for each phase.
- T. INDEPENDENT CONTRACTOR STATUS: It is expressly understood that Consultant is an independent contractor and not the agent or employee of the City. Consultant is not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Consultant shall not have the authority to enter into any contract to bind the City and shall not represent to anyone that Consultant has such authority.
- U. USE OF CITY NAME AND INTELLECTUAL PROPERTY: Consultant agrees it will not use the City name, logos, trademarks or any intellectual property of the City in any manner, including commercial advertising, portfolio or other business reference, without the express prior written consent of the City.
- V. CONFIDENTIALITY: Consultant agrees to hold in trust and confidence any confidential and proprietary information, record, documents or data relating to City business that is identified by the City as confidential and proprietary ("Confidential Information"). If Consultant receives a request for disclosure of Confidential Information, Consultant shall immediately notify the City and cooperate with the City on a response to the requestor of such information.
- W. LAWS OF IOWA: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Consultant, on behalf of itself and insurers, agrees and consents that any causes of action arising out of this Agreement shall be brought in the appropriate court of jurisdiction in Polk County, Iowa and consents, on behalf of itself and insurers, to the jurisdiction of either the United States District Court, Southern District of Iowa or the Iowa District Court in and for Polk County, Iowa.

SECTION 2 - SCOPE OF SERVICES

- A. SERVICES PROVIDED BY CONSULTANT: Detailed Scope of Services shall be as stipulated in Attachment No. 2, "Scope of Services," to Agreement. *The Consultant shall include the Activity ID on all documents related to this Agreement.
- B. OBLIGATION OF CITY TO CONSULTANT: The City shall:*
 - 1. Provide available information, such as topography, site plans, building plans, mapping, and other information that mutually is agreed upon as pertinent to the Project.
 - 2. Designate a liaison officer from the City who will work directly with the Consultant to coordinate the collection of City-supplied data, arrange for meetings, and be responsible for the general coordination between the City and the Consultant.

SECTION 3 - COMPENSATION: The Consultant shall be compensated by the City as follows:

A. HOURLY: Compensation to the Consultant for all services under this Agreement shall be on the basis of hourly labor rates and reimbursable costs or daily rates for on-site and on-line training, as shown in the current Consultant's Standard Fee Schedule as shown in Attachment No. 3. The total compensation for the Project services shall not exceed \$310,975.00 without prior approval of the City.

The Consultant shall bill services based on the Consultant's current standard fee schedule at the time services are rendered, subject to the fee schedule being approved by the City Engineer in writing. Any adjustment or change in the standard fee schedule will not affect the maximum fee set forth above.

The Consultant hereby agrees to conform to City policy and procedures for invoices and billings.

- **B. TERMINATION:** In the event of termination under Section 1.I of this Agreement, compensation to the Consultant shall be as follows:
 - 1. Salary costs and reimbursable expenses incurred for completed portion of work to date of termination.
 - 2. For incomplete portions of work, compensation for Consultant's services rendered to date of termination based upon the Consultant's standard hourly rates
 - 3. Compensation due subconsultants for services rendered to the date of termination, plus reimbursable expenses incurred for services.
- **C. DEFINITIONS:** The following definitions shall be used:
 - 1. Salary costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, technicians, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
 - 2. Reimbursable expenses mean the direct non-salary expenses incurred by the Consultant which are directly attributable and properly allocable to the Project. Such costs are not included in the overhead expense pool and may include: travel and subsistence, reproductions, computer charges, materials and supplies.
- **D. TAX LIABILITY:** Consultant agrees that Consultant is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the City will not deduct such taxes from payment to Consultant.

SECTION 4 - COMPLETION OF WORK: The Consultant shall complete all services outlined in this Agreement on or before September 30, 2022 providing no unforeseen delays are experienced beyond the control and without the fault or negligence of the Consultant.

SECTION 5 – PRIMARY CONTACTS FOR THIS AGREEMENT: The City Engineer has designated the primary contact person for the City of Des Moines as Zach Erickson, 515-208-4023, zlerickson@dmgov.org. All communications directed to the City must be in writing to Zach Erickson.

The primary contact person for EnvisionCAD, shall be Bob Mecham, 8517 Excelsior Drive, Suite 102, 608-821-1183, bob@envisioncad.com. All communications directed to the Consultant must be in writing, such as payments, contracts, etc., directed to Bob Mecham.

Any notice required by this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed below:

To City:

Zach Erickson

400 Robert D. Ray Drive Des Moines, IA 50309

To Consultant:

Bob Mecham

8517 Excelsior Drive, Suite 102

Madison, WI 53717

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this 14th day of September, 2020.

CITY OF DES MOINES, IOWA	The Envision Group, Inc. d/b/a ENVISIONCAD
T.M. Franklin Cownie, Mayor	Ronald J. Brys/RLS
FORM APPROVED:	ATTEST:
Kathleen Vanderpool Deputy City Attorney	P. Kay Cmelik, City Clerk

ATTACHMENT 1

CITY OF DES MOINES, IOWA PROFESSIONAL SERVICES - GENERAL - MODIFIED

INSURANCE & INDEMNIFICATION REQUIREMENTS

For the purposes of this Attachment and all provisions included herein, the term "CITY" shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

1. **GENERAL**

The CONSULTANT shall purchase and maintain insurance to protect the CONSULTANT and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "non-admitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies, except professional liability, shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). Waiver of Subrogation in favor of the CITY is required as per paragraph 2.F. below.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form. *The CITY shall not be included as an Additional Insured.*

- B. <u>CONTRACTUAL LIABILITY</u>: The Contractual Liability coverage required above shall include the cost of defense and settlement. CONSULTANT agrees to submit to its insurance carrier, on behalf of the CITY, any claim or demand against the CITY for which the CONSULTANT has agreed to defend, indemnify and hold the CITY harmless in Section 3 Indemnification below, and to do so in a timely manner so required in its insurance policies.
- C. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: As required by State of Iowa Workers' Compensation Law, the CONSULTANT shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage. The Workers' Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, the CONSULTANT is not required to purchase Workers' Compensation Insurance, the CONSULTANT shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Waiver of Subrogation in favor of the CITY is required as per paragraph 2.F. below.

- D. <u>PROFESSIONAL LIABILITY INSURANCE</u>: Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate. (Not Required for this Agreement)
- E. <u>CANCELLATION & NONRENEWAL NOTIFICATION</u>: The CONSULTANT shall provide the City with no less than thirty (30) days notification of cancellation or nonrenewal of the <u>General Liability Insurance</u> and <u>Professional Liability Insurance</u> policies required above.

 Written notifications shall be sent to: City of Des Moines, Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.
- F. WAIVER OF SUBROGATION: To the fullest extent permitted by law, CONSULTANT hereby releases the CITY from and against any and all liability or responsibility to the CONSULTANT or anyone claiming through or under the CONSULTANT by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The CONSULTANT'S Workers Compensation Insurance and General Liability Insurance policies shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.
- G. <u>PROOF OF INSURANCE</u>: The CONSULTANT shall provide the following proof of insurance to the CITY:
 - <u>Certificates of Insurance</u> evidencing all insurance coverage as required in paragraphs A through F above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the <u>Title of the Agreement</u> under "Description of Operations/Locations/Vehicle/Special Items" and indicate <u>Waiver of Subrogation</u> by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations.

Mail Certificates of Insurance to: City of Des Moines, Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.

H. AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS: The CONSULTANT shall require all its agents, subconsultants and subcontractors who perform work and/or services on behalf of the CONSULTANT to purchase and maintain the types of insurance customary to the industry or trade related to the services being provided.

3. INDEMNIFICATION REQUIREMENTS

For other than professional services rendered, to the fullest extent permitted by law, CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

<u>For professional services rendered</u>, to the fullest extent permitted by law, CONSULTANT agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or

suffered by the CITY that arise out of any negligent act, error or omission of the CONSULTANT including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

CONSULTANT'S obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONSULTANT arising out of or in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT, except to the extent caused by or resulting from the negligent act or omission of the CITY.

CONSULTANT expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

CONSULTANT shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and CONSULTANT will observe all applicable safety rules.

ATTACHMENT NO. 2 SCOPE OF SERVICES

FOR

CITY OF DES MOINES

AGREEMENT FOR PROFESSIONAL SERVICES

Computer Aided Design (CAD) System Improvement Implementation Activity ID 01-2020-015

The **CONSULTANT** plans to install and implement a new Computer Aided Design (CAD) System for use by its Engineering design staff to plan and design projects that are to be constructed as part of the **CITY's** Capital Improvements Plan (CIP).

The Scope of Services to be performed by the **CONSULTANT** under this Agreement shall encompass and include detailed work, services, materials, equipment and supplies to complete the following tasks for implementation of a new *OpenRoads Designer (ORD) CONNECT Edition* CAD system to be utilized by the **CITY** which includes the following services:

- 1. Project/Contract Management
- 2. CAD System Planning, Configuration, Development, Testing and Implementation
- 3. CAD System Training
- 4. CAD System Management and Maintenance

1. PROJECT/CONTRACT MANAGEMENT

A. Monitoring Project Schedule

The **CONSULTANT** shall prepare and submit monthly project status that include schedule updates (1-page) via email, outlining the following activities during the reporting period: activities completed during the prior month, activities planned for the following month, problems encountered and recommended solutions, and overall project status including project budget status. If work is not progressing in a manner to comply with the anticipated completion date, the **CONSULTANT** shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the work in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the **CITY** with a desired response date noted to avoid delay of the **CONSULTANT**'s services.

B. Monitoring Project Scope

The CONSULTANT shall identify, schedule and assign all project tasks, being cognizant of each task's relation to one another, and coordinate them with all entities associated with the project. The CONSULTANT shall inform the CITY of any additional services requested by the CITY that were not included in the scope of services contract approved by the CITY for this project. It shall be the responsibility of the CONSULTANT to inform the CITY of any potential amendments to the contract before the services are rendered. This notice shall occur prior to any extra services being performed. Only those services included in the Agreement or added by written amendment, executed by both parties, are eligible for compensation.

C. Invoice Processing and Review

The **CONSULTANT** shall create, review and process invoices, not more than on a monthly basis, verifying they meet **CITY** payment requirements and verifying all necessary information required for payment is included. The **CONSULTANT** shall coordinate with **CITY** staff, as necessary, and answer any questions regarding invoices and verify the percentage of work complete on the project is consistent with the percentage of work invoiced. Services provided as part of this task shall include all other general project administration necessary to complete the project.

2. <u>CAD SYSTEM PLANNING, CONFIGURATION, DEVELOPMENT, TESTING AND IMPLEMENTATION SERVICES</u>

A. Planning/Configuration Phase

The **CONSULTANT** shall assist the **CITY** in the planning, configuration, development, testing, and implementation of a new *ORD CONNECT Edition* CAD system.

The **CONSULTANT** shall work with the **CITY** to determine the content to be included in the configuration of the CAD system, as well as the level to which the CAD system configuration will be developed, to meet the needs of the CITY's design and plan requirements.

The **CONSULTANT** shall work with the **CITY** to develop a list of stakeholders, key decision makers, power users, testers, etc. to ensure the new CAD system is aligned with the needs of each stakeholder group.

B. Development Phase

The **CONSULTANT** shall assist the CITY in developing three primary components for the development of the ORD configuration as listed below:

- Content Management
- Configuration
- Resources

The **CONSULTANT** shall assist the **CITY** with the establishment of design content management by defining and establishing the various CAD system structures needed to host the necessary resources and project data including, but not limited to, content within a document management system, and network servers or on local user systems. During this phase the **CONSULTANT** shall determine if upgrades are necessary to the CITY's system.

The **CONSULTANT** shall assist in the development of a methodology to deploy and update the ORD configuration. The configuration component shall address connecting the application to the various locations and structure created for resource and project storage, software preferences and settings, and methods for invoking the ORD configuration in lieu of pre-determined standard content.

The resources developed for the ORD configuration shall be the bulk of the development effort performed by the **CONSULTANT** and shall be collected within two broad categories of MicroStation and OpenRoads Designer.

Platform content consists of the elements that are accessed by the primary drafting engine; for ORD, this would be *MicroStation*, for its operation. CAD components associated with content includes levels, line types, colors, cells, text and annotation styles, and printing configuration settings among others. The **CONSULTANT** shall utilize content as determined through a discovery process with the **CITY**. The **CONSULTANT** shall assist the CITY transition its CAD system to provide more dynamic and "intelligent" design solutions including specific resource needs to represent civil engineering elements. This collection of elements is often referenced to as a civil configuration. This will include Feature Definitions (survey, alignments, profiles, surface, points, etc.), design criteria or standards, and settings for plan production tools needed for sheet creation. The final grouping of content will be a collection of resources that reside outside of the drawing files and are referenced by the design software, which may include files holding design standards and templates.

While primarily a chronological workflow, the **CONSULTANT's** development efforts of the ORD configuration will have some overlap and interplay between phases. Some modifications and revisions by the **CONSULTANT** will be necessary to be made to the configuration and resources developed throughout the Development phase and following Testing to meet the primary objective of the ORD configuration to be "production ready".

The **CONSULTANT** shall assist the CITY develop an ORD configuration with the following components. For purposes of this Agreement, the **CONSULTANT** has allotted 320 hours of labor for the following, not including onsite visits:

Review of software, hardware, network, and storage specifications with CITY Information Technology (IT) Department

Design & Construction/Survey/Graphics/Traffic & Transportation:

- Iowa DOT workspace implementation
- City of Des Moines standards appended to Iowa DOT workspace

Graphics (MicroStation):

- Cells
- Levels
- Element Templates
- Linestyles
- Text styles
- Dimension styles

Design & Construction (OpenRoads Designer):

- Feature Definitions et all
- Templates
- Annotations and Labels
- Civil Cells
- Design Standards
- Terrain Filters
- Site Layout Settings
- Utility Filters

Survey (OpenRoads Designer):

- Feature Definitions et all
- Annotations and Labels
- Survey Settings

Plans Production and Printing (MicroStation/OpenRoads Designer):

- Create Style Sheet seeds
 - o Plan
 - Plan and Profile
 - o Cross sections
 - o Title/Notes/Detail sheets
 - o Misc/General sheets
- Configure sheet index
- Onsite visit #1: 2-days ORD configuration demo*
- Onsite visit #2: 2-days ORD configuration demo*

^{*}On-site visits shall be in accordance with the CITY's COVID-19 Policy Guidelines at the time onsite visits are to be conducted.

C. Testing Phase

The **CONSULTANT** shall conduct testing of the ORD configuration upon completion of the Development Phase.

The **CONSULTANT** shall perform a thorough testing of the ORD configuration to address the following three aspects; operations, functionality and procedure.

As part of the operational testing, the **CONSULTANT** shall confirm that the content management and configuration components are operational following deployment to additional machines. The sufficiency of the deployment methods shall also be evaluated.

As part of the functional testing is a systematic evaluation of the resources developed, targeting each particular object and item that is included in the ORD configuration to verify not only functionality but adherence to the standards and criteria identified in Discovery.

As part of the procedural testing, the **CONSULTANT** shall replicate the testing done in the aspects above from the stand point of process and workflow. This shall be done through testing individual workflows or, by testing on one or more pilot projects. It is anticipated that operational and functional testing will be performed by both the **CONSULTANT** and the **CITY**. Procedural testing shall be through use on pilot projects and conducted primarily by the **CITY** with support from the **CONSULTANT**.

For purposes of this Agreement, the **CONSULTANT** has allotted 104 hours of labor for the following, not including onsite visits:

- Operational (development testing)
- Functional (demo workshops)
- Procedural (pilot projects)
- Onsite visit #1: 2-days ORD configuration and pilot project support*
- Onsite visit #2: 2-days ORD configuration and pilot project support*

D. Implementation Phase

Following development and testing of the ORD configuration, the **CONSULTANT** shall implement the ORD configuration as determined in the Planning phase and shall include system deployment at an enterprise and/or user level..

Once systems are in place, the **CONSULTANT** shall develop an environment for the ORD configuration to be implemented. The CITY's "end users" shall be brought into this process at this point of the implementation which will require user communication and documentation.

For purposes of this Agreement, the **CONSULTANT** has allotted 160 hours of labor for the following, not including onsite visits:

- Systems working with IT
- Environment/configuration working with key staff
- Documentation on installation
- Onsite visit #1: 2-days ORD configuration and pilot project support*
- Onsite visit #2: 2-days ORD configuration and pilot project support*

^{*}On-site visits shall be in accordance with the CITY's COVID-19 Policy Guidelines at the time onsite visits are to be conducted.

^{*}On-site visits shall be in accordance with the CITY's COVID-19 Policy Guidelines at the time onsite visits are to be conducted.

3. CAD SYSTEM TRAINING SERVICES

A. MicroStation/OpenRoads Designer (ORD) Training

The **CONSULTANT** shall provide training for MicroStation and *OpenRoads Designer* CONNECT Edition design software.

The **CONSULTANT** shall provide the following training sessions to the **CITY** as part of this scope of services. The number of training days is listed for each system component:

- MicroStation CONNECT Edition User Update: 1-day
- MicroStation CONNECT Edition Fundamentals: 3-days
- OpenRoads Designer CONNECT Edition; Roads: 4-days
- OpenRoads Designer CONNECT Edition; Survey: 2-days
- OpenRoads Designer CONNECT Edition; Subsurface Utility Design & Analysis: 3-days

The CONSULTANT shall provide training to cover the items outlined in Attachments 4-8.

The **CITY** shall have the option of receiving onsite training or online training utilizing a virtual meeting format. Onsite training shall be limited to 10 students per class and shall be in accordance with the CITY's COVID-19 Policy Guidelines at the time onsite visits are to be conducted.

The fee shown in Section 3.A of the Agreement assumes on-site training. If the **CITY** elects online training, the total fee shall be reduced accordingly to reflect the difference in rates between "Daily On-site Training" and "Daily Online Training", as shown in Attachment 3. If online training is selected, CONSULTANT will provide the online meeting platform, software licenses, scheduling, configuration, and administration for the online training sessions.

4. CAD SYSTEM MANAGEMENT AND MAINTENANCE SERVICES

A. Operational Support

The **CONSULTANT** shall provide operational support for eighteen (18) months following the implementation and deployment of the new MicroStation and OpenRoads Designer CONNECT Edition CAD system.

The **CONSULTANT** shall provide management and maintenance of the **CITY's** CAD system configuration including but not limited to: policy updates, support, software version upgrades, CAD management, process improvement, resource improvements, software programming subject to the approval of the **CITY**, documentation, training, and user support.

The **CONSULTANT** shall provide remote management and maintenance services via phone, virtual meetings and/or only those screen-sharing software platforms approved for use by the **CITY** Information Technology Department.

Management and Maintenance services will be provided by the **CONSULTANT** on an as-needed basis by the **CITY** and during **CONSULTANT's** normal business hours.

For purposes of this Agreement, the CONSULTANT has budgeted the following for this task:

- 280 hours of consulting
- 20 hours of project management
- 15 days onsite consulting

Onsite management and maintenance fees shall be in accordance with those listed in Attachment 3.

5. SCHEDULE

A. Schedule for Project Milestones

- 1) Notice to Proceed: September 2020
- 2) CAD System Planning, Configuration, etc.: September November 2020
- 3) CAD System Training: November December 2020
- 4) CAD System Management and Maintenance: January 2021 June 2022



EnvisionCAD Standard Rates 2020 City of Des Moines

Staff Classification	Loaded Rate
Daily On-site Training Expenses (includes all travel expenses)	\$575.00/day
Daily Online Training Expenses	\$75.00/day
Account Manager	\$175.00/hr
Project Manager	\$175.00/hr
Electronic Project Delivery Subject Matter Experts	\$175.00/hr
Workspace Configuration Subject Matter Experts	\$175.00/hr
Technical Development & Support Staff	\$175.00/hr
Project Support Staff	\$95.00/hr

Training book cost/per student:

- MicroStation CONNECT Edition User Update: \$47.50
- MicroStation CONNECT Edition Fundamentals: \$62.50
- OpenRoads Designer CONNECT Edition; Roads: \$62.50
- OpenRoads Designer CONNECT Edition; Survey: \$47.50
- OpenRoads Designer CONNECT Edition; Drainage & Utilities: \$62.50





MicroStation CONNECT Edition User Update

1. MicroStation Basics

- Summary of Selected Changes
- CONNECTION Client
- MicroStation Welcome Screen
- MicroStation Work Page
- WorkSpaces
- WorkSets
- File Backstage

2. The MicroStation Graphics Environment

- MicroStation Interface
- Ribbon
- Quick Access Tool Bar
- Shortcuts and Pop-up Menus
- File Backstage Settings

3. Properties and View

- Properties Dialog
- Explorer Dialog
- Details Dialog
- Reports Dialog
- Tables
- Saved Views

4. Drawing Enhancements

- Drawing Enhancements
- Tool Enhancements
- Named Boundaries

5. Annotation

- Text Tool Changes
- Patterning and Hatching Tools

6. Models and Cells

- Model Properties
- Cell Library Dialog
- Place Cell Tool

7. Display Rules

- Display Styles
- Display Rules Dialog

8. Printing

- Print Drivers
- Print Styles
- Print Dialog Box
- Print Organizer





MicroStation CONNECT Edition Fundamentals

1. MicroStation Basics

- What is a MicroStation Design File?
- Starting MicroStation
- CONNECTION Client
- MicroStation Welcome Screen
- MicroStation Work Page
- WorkSpaces
- WorkSets
- Creating Drawings
- File Backstage

2. The MicroStation Graphics Environment

- MicroStation Interface
- Ribbon
- Quick Access Tool Bar
- Shortcuts and Pop-up Menus
- Status Bar
- Mouse Mechanics
- File Backstage Settings

3. Viewing Your Drawing

- Viewing Tools and How to Access Them
- View Windows
- View Groups
- Saved Views
- View Attributes

4. Drawing Basics

- Element Attributes
- Starting a Drawing Command
- Placement Ribbon Group
- Basic Drawing Tools

5. Locks & Snapping

- What is a MicroStation Lock?
- Activating Locks
- Locks Dialog Box
- Frequently used Locks
- What is a Snapping?
- Snapping with the Tentative Button
- Snapping with AccuSnap

6. AccuDraw

- AccuDraw Basics
- Toggle AccuDraw
- AccuDraw Window
- AccuDraw Compass
- Compass Axes
- AccuDraw Settings

7. Modifying and Manipulating Elements

- Manipulate Ribbon Group
- Modify Ribbon Group

8. Element Selection

- Element Selection
- Fence Tools
- Select By Attributes
- Element Properties

9. Complex Elements and Grouping

- What is a Complex Element?
- Creating Complex Element Status
- Dropping Complex Element Status
- Graphic Groups
- Named Groups

10. Levels and Attribute Control

- What is a MicroStation Level?
- Active Level
- Display of Levels
- Managing Levels

11. Annotating Drawings

- Text Styles
- Text Ribbon Group
- Text Placement
- Notes Ribbon Group
- Revision Clouds

12. Models

- What is a MicroStation Model?
- Model Basics
- Design and Sheet Models
- Activating a Model
- Creating a Model
- Editing Model Properties
- Deleting a Model
- Importing a Model
- Copying a Model

13. Cells

- What is a Cell?
- Types of Cells
- Cell Library
- Creating a Cell
- Cells Ribbon Group
- Cell Selector



14. Patterning and Hatching - Patterns Ribbon Group

15. Dimensioning

- Dimension Tools
- Dimension Styles
- Dimensioning Ribbon Group
- Editing Dimension TextModifying Dimensions

16. Measuring- Measure Ribbon Group

17. Referencing

- What is a Reference?
- Reference Dialog Box
- Attachment MethodsAdditional Reference Tools

18. Printing

- Pen Tables
- Print Styles Print Dialog Box



OpenRoads Designer CONNECT Edition - Roads

1. Introduction to OpenRoads Designer

- OpenRoads Overview/ Orientation
- Why Change?
- File Management
- Design Intent
- Automatic 3D Modeling
- Utility Modeling and Drainage Design
- What Must Change to Use OpenRoads

Designer?

- CAD and Modeling Standards
- Feature Definitions
- Reference File Management Training
- What can be used from Previous Versions?
- Template Library
- Import Legacy Formats
- GEOPAK Superelevation files

2. CAD Basics

- Overview
- Ribbon Interface
- Workflow Selection
- Explorer
- Explorer Dialog Box
- Civil Message Center
- Level Manager
- Synchronizing with Level Libraries
- ByLevel Symbology
- View Groups
- Using Model Files
- What is a MicroStation Model?
- Model Basics
- Design and Sheet Models
- Activating a Model
- Editing Model Properties
- Using Reference Files
- What is Referencing?
- Reference Dialog Box
- Pertinent Reference Tools
- 2D Versus 3D Files
- Drawing Scale

3. OpenRoads Designer User Interaction

- The User Experience
- OpenRoads Terminology
- User Interaction
- Data / Attribute Feedback
- Context Toolboxes
- Editing-Type Interaction Manipulators
- Manipulators (Civil AccuDraw Indicators)
- Manipulator Visibility
- Corridor Model Manipulation
- Modeling Manipulator Handle Configuration
- Layout-type Interaction
- Heads-up Prompts & Entry

4. Terrain Modeling in OpenRoads Designer

- Discussion of Feature Types
- Using Feature Definitions
- Creating Terrain Models Additional Methods
- Updating from Source

5. OpenRoads Geometry

- Creating Geometry Overview
- Horizontal Geometry Tools
- Standards
- Set Design Standard
- Design Standards Toolbar
- Features Definition Toolbar
- Civil Message Center
- Line Between Points
- Arc Between Elements
- Complex by Element
- Design Intent
- Profiling
- Vertical Geometry
- Design Intent Reviewed
- Design Standards
- Best Fit Profile
- Exporting Data

6. Corridor Modeling Basics

- Introduction to Corridor Modeling

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EXPERIENCE THE POSSIBILITIES

8517 Excelsior Drive, Suite 102, Madison WI 53717 ph 608·836·3903 fax 608·662·9043 envisioncad.com



- Discussion: What is a Corridor?
- Dynamic Cross Sections

6A. Import IRD file from Legacy Versions

- Importing Legacy Corridors

7. Corridor Templates

- Overview, What's Changed Since SELECTseries 2
- Feature Definitions Replace Styles
- End Condition Targets
- Changes to Template Editor Menus
- Superelevation Flags
- Alternate Surfaces
- Display Template In DGN
- Area Templates and Linear Templates
- Concepts
- Template Points and Components
- Feature Definitions
- Template Zones
- Library / Template Details Pane
- Review Menus
- Dynamic Settings Dialog Box
- Backbone Point Properties
- Constraint Types
- Backbone Component Properties
- End Conditions
- End Condition Component Properties
- End Condition Point Properties
- End Condition Target Types
- Other Tools
- Advanced Template Topics
- Parametric Constraints
- Alternate Surfaces
- Display Rules

8. Corridor Modeling - More Details

- Transitions, Using Transition Objects
- Using Point Controls
- Parametric Constraints,
- Superelevation
- Import Superelevation
- Superelevation View

9. Finishing the Model

- Introduction
- Introduction to Civil Cells
- Review Results
- Corridor Surfaces
- Reference File Management
- Quantities
- Reporting

10. Plans Production

- Introduction
- Project Development Outline
- Sheet Files Setup
- Creating Cross Section Sheets
- Creating Plan and Profile Sheets

11. Annotation and Labeling

- Introduction
- Annotation Groups
- Element Annotation
- Profile Annotation
- Cross Section Annotation
- Labeling
- Place Labels
- Association Toggles



OpenRoads Designer CONNECT Edition - Survey

1. Working with OpenRoads Survey

- Project Explorer
- Project Defaults
- Terrain Model Viewing Basics
- OpenRoads Survey Interface
- Viewing Annotations
- Survey Details, "Apples to Apples" direct comparison with current policy pricing

2. MicroStation for OpenRoads Users

- Interface Orientation
- Project Explorer
- Level Manager
- Drawing Views
- Using Model Files
- Using Reference Files
- 2D versus 3D Drawing Files

3. Importing Survey Data

- Launching OpenRoads
- Selecting Geographic Coordinate Systems
- Creating a Field Book
- Importing ASCII Data
- Importing SDR files
- Importing RW5 files
- Importing Custom files
- Merging Field Books
- Survey Details

4. Survey Field Coding

- Coding Format
- Notes
- Survey Data Edits
- Correcting Feature Code errors
- Mini Toolbar Properties

- Editing Multiple Feature Code Errors
- Linear Features
- -Transpose Linear Feature
- Point List Linear Feature
- Editing Points
- Adding Points

5. Survey Data Edits

- Correcting Feature Code Errors
- Mini Toolbar Properties
- Editing Multiple Feature Code Errors
- Linear Features
- Transpose Linear Feature,
- Point List Linear Feature
- Editing Points
- Adding Points

6. Terrain Model Evaluation

- Viewing the Terrain Model
- Modify Terrain Model Attribute
- Evaluating Terrain Contours
- Evaluating Terrain Triangles
- Profile as Surface Check
- Terrain Crossing Features Report
- Edit Terrain Model

7. Survey Deliverables

- Create Exterior Boundary for Terrain Element
- Export DGN Graphics
- Export to InRoads Format
- Export to GEOPAK Format
- Export to InRoads DTM
- Export to GEOPAK TIN
- Export to LandXML
- XML Reports

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OpenRoads Designer – Subsurface Utility Design & Analysis (SUDA)

1. Subsurface Utilities Fundamentals

- OpenRoads Overview/Orientation
- Course Overview
- Before you Begin

2. Interface and Settings

- Review Starting Dataset
- Review Interface (Workflows and the Ribbon)
- DGN Model Concepts for Utilities
- Project Explorer
- Feature Definitions Overview
- Node Feature Definitions
- 3D Cells used for Nodes
- Conduit Feature Definitions
- Polygon Feature Definitions
- Civil Message Center
- Utility Properties
- Project Properties
- Project Defaults
- Design Files Settings & Workspace Preferences

3. Modeling Non-Drainage Utilities

- Model Existing Utilities Selection Set Method Concepts
- Profile Revisions
 - SUE Properties
 - Model Existing Utilities
 - Using Filters Concepts
 - DGN Library
 - Add Filters for Nodes
 - Create Utility Model Using Filter Group
 - Model Existing Utilities from Database
 - Information Concepts
 - Model Builder
 - Model Proposed Utilities

4. Subsurface Utilities Drainage Design

- Drainage Design Settings and Constraints Overview
- Default Design Constraints
- Prototypes
- Catalogs
- Storm Data
- Scenarios
- Hydraulic Seed
- Terrain Model Analysis Tools Overview
- Finish Grade Terrain Model
- Layout Inlets and Catchments: Overview
- Civil AccuDraw
- Place Node
- Create Catchments

- Catchment Properties
- Hydraulic Gutter Definitions
- Analyze Overland Flow Overview Scenarios
- Calculations Options
- Alternatives
- Computations
- Messages
- Report
- Details
- Civil Message Center
- Layout Pipe Network: Overview
- Terminology: Conduits or Pipes
- Connect Conduits Between Nodes
- Concepts Related to Create Conduit
- Curved Conduits
- Conduits at the Outlet
- Catchment for the Inlet Headwall
- Design the Drainage Network: Overview
- Scenario Manager
- Review Warnings
- Override Design Constraints
- Using Alternatives to Control Sumps in the

Catch Basins

- The Concept of Children
- Edit a Child Alternatives
- Make a Child Scenario
- Drainage Profiles
- Hydraulic Design Wrap-Up
- Lateral Connections
- Lavout a Lateral Connection
- Add Catchment for the Lateral Inlet
- Recompute Drainage Network
- Review Profile of Trunk Line
- Culverts: Lay Out the Culvert
- Add Flow to the Inlet Headwall
- Modify Conduit for Culvert CalculationsUpdate the Hydraulic Design

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5. Subsurface Utilities Miscellaneous Tools

- Conflict Detection Overview
- Checking for Conflicts
- Using Flex Table to Review Conflict NodesReporting and Editing Tools: Overview
- Network Navigator
- Queries
- Using Queries in Conjunction with Flex Tables
- User Data Extensions
- Import and Export Tools: Overview

6. Subsurface Utilities Plans Production

- Annotation Using Subsurface Utility Tools
- Profile Annotation
- Cross-Sections Annotation
- Automated Labeling
- Manual Labeling

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ACORD*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	IFOEN INO ACENOV INO	CONTACT Greg W. Niesen				
GREENE-NIESEN INS AGENCY, INC PO Box 620067 6810 University Ave Middleton, WI 53562-0067		PHONE (A/C, No, Ext): 608-831-3168 FAX (A/C, No):				
		E-MAIL ADDRESS:				
Greg W. Ni		INSURER(S) AFFORDING COVERAGE	NAIC#			
_		INSURER A: General Casualty	24414			
INSURED	THE ENVISION GROUP, INC. d/b/a EnvisionCAD	INSURER B:				
	8517 EXCELSIOR DR STE 109/205 MADISON, WI 53717	INSURER C:				
	madioon, moorn	INSURER D:				
		INSURER E :				
		INSURER F:				

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
COVERAGES	CENTILICATE NUMBER.	ILL VIOLON NOMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A		COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR		Х	BPK0004142	06/01/2020	06/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	Х	Business Owners						MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEI	V'L AGGREGATE LIMIT APPLIES PER:			•			GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
Ì		OTHER:							\$
	AU	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
Α		ANY AUTO			BCA0000192	10/24/2019	10/24/2020	BODILY INJURY (Per person)	\$.
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
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Α	ANY	EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE	N/A	X	BWC0002326	06/01/2020	06/01/2021	E.L. EACH ACCIDENT	\$ 100,000
	(Mar	CER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: COMPUTER AIDED DESIGN (CAD) SYSTEM IMPROVEMENT IMPLEMENTATION ID 01-2020-015
2020-014: WAIVER OF SUBROGATION IN FAVOR OF CITY OF DES MOINES A
REGARDS GENERAL LIABILITY & WORKERS COMP IS INCLUDED AS WELL AS
10 DAY NOTICE OF CANCEL ON ALL POLICIES. FORMS ATTACHED.

APPROVED

CERTIFICATE HOLDER \	V SEP IN ZUZU
	TV
	CITY OF DES MOINES
E	NGINEERING DEPARTMENT
CITY OF DES MO	INES
ENGINEERING D	EPT
FIRST FLOOR CI	TY HALL

400 ROBERT D RAY DR DES MOINES, IA 50309 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Greg W. Niesen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT — NOTICE TO OTHERS OF CANCELLATION

SCHEDULE*

Notice
10

The following is added to the policy:

- A. If we cancel the policy by notice to the first Named Insured, for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.
- B. Any copy of notice per paragraph A. above will be mailed or delivered:
 - To the address corresponding to each person or organization indicated in the Schedule above; and
 - At least the number of days set forth in the Schedule prior to the cancellation date applicable to the policy, as advised in our notice to the first Named Insured.

- C. If notice per paragraph A. is mailed, proof of mailing will be sufficient proof of notice.
- D. Written notices mailed or delivered by us pursuant to the terms of this endorsement are intended only to be an advance notification to the person(s) or organization(s) named in the **Schedule** of this endorsement in the event of a pending cancellation and shall not operate or be deemed to benefit, directly or indirectly, any person or organization not named in the **Schedule** above.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

POLICY CHANGES EFFECTIVE	COMPANY
06/01/2020	General Casualty Company of Wisconsin
	AUTHORIZED REPRESENTATIVE Greene-Niesen Ins Agency Inc PO Box 620067 Middleton, WI 53562
	EFFECTIVE

COVERAGE PARTS AFFECTED

Commercial General Liability Coverage Form

CHANGES

It is understood and agreed that the policy is amended as follows:

The following line of business has been amended:

Line of Business: General Liability

The following coverages are added:

Amendment - Notice to Others of Cancellation (QBE): CITY OF DES

MOINES, ENGINEER

The following forms are added:

AH IL 8590 (09-17) Amendment - Notice To Others Of Cancellation

All other terms and conditions remain unchanged.

Authorized Representative Signature

Notice to others of cancellation

CITY OF DES MOINES, ENGINEERING DEPT, CITY

400 ROBERT D RAY DR, DES MOINES, IA 50309

10 Days Notice

The following is added to the policy:

A. If we cancel the policy by notice to the first Named Insured, for any reason other than non-payment of premium, we will mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.

B. Any copy of notice per paragraph A. above will be mailed or delivered: 1. To the address corresponding to each person or organization indicated

in the Schedule above; and

2. At least the number of days set forth in the Schedule prior to the cancellation date applicable to the policy, as advised in our notice to the first Named Insured.

C. If notice per paragraph A. is mailed, proof of mailing will be

sufficient proof of notice.

D. Written notices mailed or delivered by us pursuant to the terms of this endorsement are intended only to be an advance notification to the person(s) or organization(s) named in the Schedule of this endorsement in the event of a pending cancellation and shall not operate or be deemed to benefit, directly or indirectly, any person or organization not named in the Schedule above.

All other terms and conditions of the policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. BWC0002326-01 Endorsement Effective Date: 06/01/2020

Endorsement No.

Policy Effective Date: 06/01/2020 to 06/01/2021

Premium \$

Insured: Envision Group Inc

DBA:

Carrier Name / Code: General Casualty Company of Wisconsin

Page 1 of 1 Countersigned by _____

(Ed. 7-01)

POLICY INFORMATION PAGE ENDORSEMENT

It is understood and agreed that the policy is amended as follows:

Add 10 day notice of cancellation CITY OF DES MOINES, ENGINEERING DEPT, CITY HALL 400 ROBERT D RAY DR, DES MOINES, IA 50309

All other terms and conditions remain unchanged.

General Casualty Company of Wisconsin NCCI CARRIER CODE NO. 12440

WC 00 00 01A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

1. The Insured:	Envision G	nvision Group Inc			Policy No. BWC0002326-00			
				Renewal of:	CWC03059	84		
Vailing address:	8517 Excel	sior Dr St	e 102	Individual Corporation		Partnership		
		Madison, WI 53717		Corporation Federal Employers	0	Schedule		
	•		•	Inter/Intrastate Risk				
				Other I.D. #	RANGE AND ADDRESS OF THE PARTY			
Other workplaces	s not shown abov	e: See Sch	iedule			· · · · · · · · · · · · · · · · · · ·		
2. The policy per mailing address		<u>1/2019</u> 12:0	1 a.m. to <u>06/0</u>	1/2020 12:01 a.m.	standard time	at the Insured's		
•	mpensation Insu	rance: Part One	of the policy app	olies to the Workers C	Compensation I	Law of the states		
	Liability Insuranc under Part Two a	ire: Bodily Injury			each accide			
	•	Bodily Injury	by Disease \$	100,000	each emplo	yee		
All sta		states de		e states, if any, listed n Item 3.A. o:		ormation Page		
D. This policy	includes these er	ndorsements an	d schedules: S	See Schedule				
	or this policy will i required below is			f Rules, Classification ge by audit.	s, Rates and F	Rating Plans.		
				Premium Basis	Rate F	Per		
	Classification		Code No.	Total Estimated	\$100		3	
		See Ite	m 4. Extens	sion WC 00 00	01A			
				Total Estimated	l Annual Premi	ium \$ 1,47	8	
Deposit Premiur	n \$ 1	,478				. '		
Minimum Premi			WI)8810	E	Expense Const	ant \$ 22	0	
				, ,		:		
Premium Adiust	ment Period: An	nual	Countersigned	by:			****	
						Date: 05/21/202	0	
•	ene-Niesen				<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>			
On be	ehalf of Arrowhea	d General Insur	ance Agency, Inc	O.	Made Birth March Anna an Aire a	→		

WORKERS COMPENSATION AND EMPLOYERS LIABILITY P	POLICY NO. <u>BWC0002326-00</u> PAGE NO. <u>1</u>				
EXTENSION OF INFORMATION PAGE ITEM 4. CONTINUED					
	0075	Estimated Total	Rates Per \$100 of		Premiums
CLASSIFICATION OF OPERATIONS .	CODE NO.	Annual Remuneration	Remun- eration	Subject to Modification	All Other
WI-48 LOC. 1 Employees: 2 SIC: 7336 NAICS: 541430 8517 Excelsior Dr Ste 102 Madison, (Dane) WI 53717	·				
001-001 Envision Group Inc FEIN: 39-1856199			,		
From 06/01/2019 To 06/01/2020					
CLERICAL OFFICE EMPLOYEES NOC	8810	525,014	0.20	1,050	
Waiver of Rights to Recover	0930			50	
TOTAL UNMODIFIED PREMIUM				1,100	
TOTAL MODIFIED PREMIUM			To change the party of the part	1,100	,
STANDARD PREMIUM				1,100	
Expense Constant	0900				220
Terrorism	9740		0.02		105
Catastrophe (other than Certified Acts of Terrorism)	9741		0.01		53
TOTAL ESTIMATED PREMIUM				1,478	
ADDITIONAL PREMIUM				50	
			2-7-de-volument		
TOTAL WI ESTIMATED PREMIUM				1,478	-

Page 1 of 1

@ none statement or many are described francisconer

(Ed. 7-01)

PC	OLICY INFO	RMATION PAGE ENDORSE	MENT	
The following item(s)				
☐ Insured's Name (WC 89 06 01) ☐ Policy Number (WC 89 06 02) ☐ Effective Date (WC 89 06 03) ☐ Expiration Date (WC 89 06 04) ☐ Insured's Malling Address (WC 89 06 07) ☐ Producer's Name (WC 89 06 07) ☐ Change in Workplace of Insured (WC Insured's Legal Status (WC 89 06 10) is changed to read: Add WOS in favor of: CITY OF DES MOINES, ENGIN DES MOINES, IA 50309	89 06 08)	☐ Item 3.A. States (Wo ☐ Item 3.B. Limits (Wo ☐ Item 3.C. States (Wo ☐ Item 3.D. Endorsem ☐ Item 4.* Class, Rate ☐ Interim Adjustment ☐ Carrier Servicing Of ☐ Interstate/Intrastate ☐ Carrier Number (WO ☐ Issuing Agency/Pro ☐ DEPT, CITY HALL	C 89 06 12) C 89 06 13) ent Numbers (WC, Other (WC 89 04 for Premium (WC 8) ffice (WC 89 06 17) Risk ID Number (WC 89 06 19)	15) 9 04 16) VC 89 06 18)
* Hem 4. Change To:			-	
Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Total Estima	ated Annua	l Premium \$ 1,478		
Minimum Premium \$		Deposit Pr	emium \$	
All other terms and conditions of this policy remain unchanged. New Estimated Premium 1,478.00 Less Previously Billed 1,428.00 Additional Due 50.00				
This endorsement changes the policy to v (The information below is required only Endorsement Effective Date: 06/01/201	when this		sequent to prepar	
Policy Effective Date: 06/01/2019 to 06/01/2020 Premium \$ Insured: Envision Group Inc				
DBA: Carrier Name / Code: General Casua NCCI Carrier Code No. 12440	lty Com	pany of Wisconsin		
WC 89 06 00 B (Ed. 7-01)				· · · · · · · · · · · · · · · · · · ·

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Person or Organization

Job Description

CITY OF DES MOINES, ENGINEERING DEPT, CITY HALL 400 ROBERT D RAY DR, DES MOINES, IA 50309

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2019 Insured Envision Group Inc

Policy No. BWC0002326-00

Endorsement No. Premium

Insurance Company
General Casualty Company of Wisconsin

Countersigned by _

WC 00 03 13 (Ed. 4-84)

General Casualty Company of Wisconsin NCCI CARRIER CODE NO. 12440

WC 00 00 01A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

. The Insured: Envision Group Inc	Policy No. BWC0002326-01					
	Renewal of: BWC0002326-00					
Mailing address: 8517 Excelsior Dr Ste 102	Individual Partnership					
Madison, WI 53717	Corporation or					
	Inter/Intrastate Risk I.D. #					
	Other I.D. #					
Other workplaces not shown above: See Schedule						
2. The policy period is from 06/01/2020 12:01 a.m. to 06/01/2020 12:01	01/2021 12:01 a.m. standard time at the Insured's					
). A. Workers Compensation Insurance: Part One of the policy applied here: $\mathbb{W}\mathbb{I}$	pplies to the Workers Compensation Law of the states					
B. Employers Liability Insurance: Part Two of the policy applies our liability under Part Two are: Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	s to work in each state listed in item 3.A. The limits of \$					
C. Other States Insurance: Part Three of the policy applies to tall states except states designated and ND, OH, WA, WY.	the states, if any, listed here: in Item 3.A. of the Information Page					
D. This policy includes these endorsements and schedules:	See Schedule					
. The premium for this policy will be determined by our Manuals All information required below is subject to verification and cha						
Code Classification No.	Premium Basis Rate Per Total Estimated \$100 of Estimated Annual Remuneration Remuneration Annual Premium					
See Item 4. Extension WC 00 00 01A						
	Total Estimated Annual Premium \$ 1,426					
Deposit Premium \$ 1,426						
Minimum Premium \$ 254 (WI) 8810	Expense Constant \$ 220					
Onuntavoissa	d bu					
1 formati Majabiriotti i criod.	d by:					
Servicing Office: General Casualty Company of V	Date: OJ ZZY ZOZO					
Producer: Greene-Niesen Ins Agency Inc On behalf of Arrowhead General Insurance Agency.	Inc.					

WORKERS COMPENSATION AND EMPLOYERS LIABILITY PO	DLICY	POLICY NO. BWC0002326-01						
EXTENSION OF INFORMATION PAGE ITEM 4. CONTINUED		PAGE NO		1	1			
CLASSIFICATION OF OPERATIONS	CODE NO.	Estimated Total Annual Remuneration	Rates Per \$100 of Remun- eration	Estimated Annual Subject to Modification	Premiums All Other			
WI-48 LOC. 1 Employees: 2 SIC: 7336 NAICS: 541430 8517 Excelsior Dr Ste 102 Madison, (Dane) WI 53717								
	The state of the s							
001-001 Envision Group Inc FEIN: 39-1856199		,						
From 06/01/2020 To 06/01/2021								
CLERICAL OFFICE EMPLOYEES NOC	8810	525,014	0.19	998				
Waiver of Rights to Recover	0930			50				
TOTAL UNMODIFIED PREMIUM		·		1,048				
TOTAL MODIFIED PREMIUM				1,048	12.444			
STANDARD PREMIUM				1,048	err are a similar			
Expense Constant	0900				220			
Terrorism	9740		0.02		105			
Catastrophe (other than Certified Acts of Terrorism)	9741		0.01		53			
TOTAL ESTIMATED PREMIUM				1,426				
ADDITIONAL PREMIUM			Professional Control of the Control	. 50				
TOTAL WI ESTIMATED PREMIUM				1,426				
	.,,,,,,,,							

Page 1 of 1

(Ed. 7-01)

(Ed. 7-01)

POL	ICY INFO	RMATION PAGE ENDORSE	MENT		
The following item(s)	•		•	. (\	
☐ Insured's Name (WC 89 06 01) ☐ Policy Number (WC 89 06 02) ☐ Effective Date (WC 89 06 03) ☐ Expiration Date (WC 89 06 04) ☐ Insured's Mailing Address (WC 89 06 05) ☐ Experience Modification (WC 89 04 06) ☐ Producer's Name (WC 89 06 07) ☐ Change in Workplace of Insured (WC 89 Insured's Legal Status (WC 89 06 10) is changed to read: Add WOS in favor of :CITY ROBERT D RAY DR, DES MOINE	9 06 08) OF DES		2 89 06 12) 2 89 06 13) 2 89 06 13) 2 89 06 13) 2 Other (WC 89 04 3 Of Premium (WC 8 4 Of Exercise (WC 89 06 17) 4 Risk ID Number (WC 89 06 19) 4 Color Office Address	15) 9 04 16) VC 89 06 18) ess (WC 89 06 25)	
* Item 4. Change To:					
Classifications	Çode No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium	
					-
Total Estimate	ed Annual	Premium \$ 1,426			
Minimum Premium \$		Deposit Pro	emium \$	•	
All other terms and conditions of this policy New Estimated Premium Less Previously Billed Additional Due	1,426 1,376	5.00			**************************************
This endorsement changes the policy to wh					
indorsement Effective Date: 06/01/2020	Policy	No. BWC0002326-01	Endorsen	nent No. 2	
Policy Effective Date: 06/01/2020 to nsured: Envision Group Inc	06/01/	2021	Premium	\$ 50.00	:
DBA: Carrier Name / Code: General Casualt	cy Com	oany of Wisconsin			
ICCI Carrier Code No. 12440 VC 89 06 00 B		Countersigned by			

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Person or Organization

Job Description

CITY OF DES MOINES, ENGINEERING DEPT, CITY HALL 400 ROBERT D RAY DR, DES MOINES, IA 50309

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2020 Insured Envision Group Inc

Policy No. BWC0002326-01

Endorsement No. Premium

Insurance Company General Casualty Company of Wisconsin

Countersigned by

WC 00 03 13 (Ed. 4-84)

COMMERCIAL GENERAL LIABILITY DECLARATIONS

COMPANY NAME	PRODUCER NAME					
General Casualty Company of Wisconsin	Greene-Niesen Ins Agency Inc					
	PO Box 620067 Middleton, WI 53562					
	Middleton, wi 55562					
ı						
·	·					
NAMED INSURED Envision Group Inc						
MAILING ADDRESS 8517 Excelsior Dr Ste 102 Madison, WI 53717-1995	2					
POLICY PERIOD: FROM 06/01/2020 T	O 06/01/2021 AT 12:01 A.M. TIME AT					
YOUR MAILING ADDRESS SHOWN ABOVE						
The state of the s						
IN RETURN FOR THE PAYMENT OF THE PREMIUM, POLICY, WE AGREE WITH YOU TO PROVIDE THE I	NSURANCE AS STATED IN THIS POLICY.					
LIMITS OF	INSURANCE					
EACH OCCURRENCE LIMIT	\$1,000,000					
DAMAGE TO PREMISES						
RENTED TO YOU LIMIT	\$100,000 Any one premises					
MEDICAL EXPENSE LIMIT	\$5,000 Any one person					
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000 Any one person or organization					
GENERAL AGGREGATE LIMIT	\$2,000,000					
PRODUCTS/COMPLETED OPERATIONS AGGREGA						
	1					
	TE (CG 00 02 ONLY)					
ADVERTISING INJURY" WHICH OCCURS BEFORE T RETROACTIVE DATE:						
(ENTER DATE OR "NONE" IF	NO RETROACTIVE DATE APPLIES)					
DESCRIPTION	I OF DITCINESS					
FORM OF BUSINESS:	I OF BUSINESS					
FURIVI OF BUSINESS.						
□INDIVIDUAL □ PARTNERSHIP □	JOINT VENTURE TRUST					
	ON, INCLUDING A CORPORATION (BUT NOT IN- RTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY					
BUSINESS DESCRIPTION: Office						

OC NO	ALL PREMISES YOU OWN, RENT OR OCCUPY
OC NO.	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
01-	Office 8517 Excelsior Dr Ste 102 Dane
	Madison, WI 53717-1995
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LOC	CLASSIFICATION	CODE	PREMIUM		\TE		PREMIUM
NO.		NO.	BASE	Preml Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
101-	Computer Consulting or Programming Products-completed operations are subject to the General Aggregate Limit TERRITORY: 502	41675	41,675 Payroll	0.230	Incl.	\$225 M	. Incl.
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LOC	CLASSIFICATION	CODE		***************************************	ATE		E PREMIUM	
NO.		NO,	BASE	Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops	
***	AI - Designated Person Or Organization - CORNELL UNIVERSITY, PRO				-	\$25		
	   Contractors AI Endorsement-   Scheduled Person Or   Organization - Ci		,			\$50		
	   Contractors AI Endorsement-   Scheduled Person Or   Organization - Ma					\$50		
	Non-Contractors Additional Insured						,	
	Premier General Liability Coverage Extension					\$250		
:	Terrorism - Certified Acts					\$3		
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		AX OR OTHER REMIUM (SUB	THE PERSON NAMED OF THE PE	\$603		
PREMIUM SHOWN IS PAYABLE:	(IF POLIC	ANNIVERSAR	Y MORE THAN ONE YEA AL INSTALLMENTS)	R AND PRE-		
AUDIT PERIOD (IF APPLICABLE)	X ANNUALLY	SEMI-	QUARTERLY	MONTHLY		
ENDORSEMENTS ATTACHED TO THE See Schedule of Forms and	HIS POLICY:	EMENTS				
THESE DECLARATIONS, TOGETHEI FORM(S) AND ANY ENDORSEMENT	R WITH THE COM (S), COMPLETE	THE ABOVE N	CONDITIONS AND COUMBERED POLICY.	OVERAGE		
Countersigned:		Ву:	de l'arrows de l'arrows and l'a			
(Date)		(Authorized Representative)				

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **POLICY CHANGES**

Policy Change Number 2

. POLICY NUMBER	POLICY CHANGES EFFEÇTIVE	COMPANY
BPK0004142-01	06/01/2020	General Casualty Company of Wisconsin
NAMED INSURED Envision Group Inc 8517 Excelsior Dr Ste 102 Madison, WI 53717-1995		AUTHORIZED REPRESENTATIVE Greene-Niesen Ins Agency Inc PO Box 620067 Middleton, WI 53562

#### **COVERAGE PARTS AFFECTED**

Commercial General Liability Coverage Form

#### **CHANGES**

It is understood and agreed that the policy is amended as follows:

Add WOS in favor of: CITY OF DES MOINES, ENGINEERING DEPT, CITY HALL 400 ROBERT D RAY DR, DES MOINES, IA 50309

The following form is added:

CG 2404- Waiver of transfer of rights of recovery against others to us All other terms and conditions remain unchanged.

Authorized Representative Signature

POLICY NUMBER: BPK0004142-01

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

#### **SCHEDULE**

#### Name Of Person(s) Or Organization(s):

CITY OF DES MOINES, ENGINEERING DEPT, CITY HALL 400 ROBERT D RAY DR, DES MOINES, IA 50309

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

# **COMMERCIAL GENERAL LIABILITY DECLARATIONS**

COMPANY NAME General Casualty Company of Wisconsin	PRODUCER NAME Greene-Niesen Ins Agency Inc PO Box 620067 Middleton, WI 53562				
NAMED INSURED Envision Group Inc					
MAILING ADDRESS 8517 Excelsior Dr Ste 102 Madison, WI 53717-1995					
POLICY PERIOD: FROM 06/01/2019 TO YOUR MAILING ADDRESS SHOWN ABOVE	06/01/2020 AT 12:01 A.M. TIME AT				
IN RETURN FOR THE PAYMENT OF THE PREMIUM, A POLICY, WE AGREE WITH YOU TO PROVIDE THE IN:	IND SUBJECT TO ALL THE TERMS OF THIS SURANCE AS STATED IN THIS POLICY.				
LIMITS OF IN	ISURANCE				
EACH OCCURRENCE LIMIT	\$1,000,000				
DAMAGE TO PREMISES					
RENTED TO YOU LIMIT	\$100,000 Any one premises				
MEDICAL EXPENSE LIMIT	\$5,000 Any one person				
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000 Any one person or organization				
GENERAL AGGREGATE LIMIT	\$2,000,000				
PRODUCTS/COMPLETED OPERATIONS AGGREGATI					
PRODUCTS/GOWIFLETED OF ENATIONS ASSISTEDATE	_ LIMIT				
RETROACTIVE DAT	E (CG 00 02 ONLY)				
THIS INSURANCE DOES NOT APPLY TO "BODILY INJ ADVERTISING INJURY" WHICH OCCURS BEFORE TH RETROACTIVE DATE:	URY", "PROPERTY DAMAGE" OR "PERSONAL AND E RETROACTIVE DATE, IF ANY, SHOWN BELOW.				
. (ENTER DATE OR "NONE" IF I	NO RETROACTIVE DATE APPLIES)				
DESCRIPTION (	OF BUSINESS				
FORM OF BUSINESS:					
□INDIVIDUAL □ PARTNERSHIP □ J	OINT VENTURE				
LIMITED LIABILITY COMPANY SORGANIZATION CLUDING A PART COMPANY)	N, INCLUDING A CORPORATION (BUT NOT IN- NERSHIP, JOINT VENTURE OR LIMITED LIABILITY				
BUSINESS DESCRIPTION: Office					

LOC NO.	ALL PREMISES YOU OWN, RENT OR OCCUPY ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
001- 001	Office 8517 Excelsior Dr Ste 102 Dane
	Madison, WI 53717-1995
	·
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 $\Box$ .

	CLASSIFICATION AND PREMIUM						
LOC	CLASSIFICATION	CODE PREMIUM			ATE		PREMIUM
NO.		NO.	BASE	Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
)01-	Computer Consulting or Programming Products-completed operations are subject to the General Aggregate Limit TERRITORY: 502	41675	41,675 Payroll	0.224	Incl.	\$219 M	Incl.
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		CLASS	SIFICATION AN	ID PREMI	UM	•	1
LOC	CLASSIFICATION	CODE	PREMIUM	R	ATE		E PREMIUM
NO.		NO.	BASE	Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
	AI - Designated Person Or Organization - CORNELL UNIVERSITY, PRO					\$22	,
	Contractors AI Endorsement- Scheduled Person Or Organization - Ci					\$50	
	Contractors AI Endorsement- Scheduled Person Or Organization - Ma			in de la companya de		\$50	
•	Non-Contractors Additional Insured						
	Premier General Liability Coverage Extension			A desirement of the control of the c		\$250	
	Terrorism - Certified Acts		•			\$3	
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	STATE TAX OR OTHER (if applicable) TOTAL PREMIUM (SUBJECT TO AUDIT) \$55	)4	
PREMIUM SHOWN IS PAYABLE:	AT INCEPTION  AT EACH ANNIVERSARY  (IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)		
AUDIT PERIOD (IF APPLICABLE)	☑ANNUALLY ☐SEMI- ☐QUARTERLY ☐MONTH	LY	
ENDORSEMENTS ATTACHED TO TH  See Schedule of Forms and			
THESE DECLARATIONS, TOGETHER FORM(S) AND ANY ENDORSEMENT(S	WITH THE COMMON POLICY CONDITIONS AND COVERAGE ), COMPLETE THE ABOVE NUMBERED POLICY.		
Countersigned:	Ву;		
(Date)	(Authorized Representative)	(Authorized Representative)	

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **POLICY CHANGES**

Policy Change Number 4

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY	
BPK0004142-00	04/29/2020	General Casualty Company of Wisconsin	
NAMED INSURED Envision Group Inc 8517 Excelsior Dr Ste 102 Madison, WI 53717-1995		AUTHORIZED REPRESENTATIVE Greene-Niesen Ins Agency Inc PO Box 620067 Middleton, WI 53562	

#### **COVERAGE PARTS AFFECTED**

Commercial General Liability Coverage Form

#### CHANGES

It is understood and agreed that the policy is amended as follows:

Add WOS in favor of: CITY OF DES MOINES, ENGINEERING DEPT, CITY HALL 400 ROBERT D RAY DR, DES MOINES, IA 50309

The following form is added:

CG 2404- Waiver of transfer of rights of recovery against others to us All other terms and conditions remain unchanged.

Authorized	l Representativo	e Signature
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# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

#### Name Of Person Or Organization:

CITY OF DES MOINES, ENGINEERING DEPT, CITY HALL 400 ROBERT D RAY DR, DES MOINES, IA 50309

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.