

CITY OF NAPERVILLE
CONSULTANT SERVICES AGREEMENT
RFP 22-097: CAD-RMS CONSULTANT SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 20th day of May 2022, between the **City of Naperville**, an Illinois municipal corporation with offices at 400 South Eagle Street, Naperville, Naperville, Illinois 60540 (hereinafter referred to as the "City"), and **Federal Engineering, Inc.**, with offices at **10560 Arrowhead Drive, Suite 100, Fairfax, VA 22030** (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the City intends to retain the services of a qualified and experienced consulting firm to complete a Needs Assessment and create a Request for Proposal for the acquisition of a new Computer Aided Dispatch (CAD), Mobile Data Terminal (MDT) and Law Enforcement Records Management (RMS) software system (hereinafter referred to as the "Project"), in accordance with this Agreement; and

WHEREAS, this Agreement may include the exhibits listed below. To the extent that such exhibits are included, they shall be attached hereto and incorporated by reference herein.

- A. "Scope of Services," attached as Exhibit A;
- B. "Consultant's Key Personnel" attached as Exhibit B;
- C. Consultant's "Quality Control and Quality Assurance Plan," attached as Exhibit C;
- D. Project Schedule, attached as Exhibit D;
- E. Any subconsultant agreements, if applicable, attached as Exhibit E;
- F. Consultant's "Cost of Consulting Services", attached as Exhibit F;
- G. Declaration of Consultant's Proprietary Information, attached as Exhibit G, if applicable.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the parties agree as follows:

SECTION 1 - Services of the Consultant

1.1 The foregoing Recitals are a material part of this Agreement and are incorporated in this Section 1 as though fully set forth herein.

1.2 The Consultant shall perform professional services in accordance with Exhibit A, "Scope of Services". The Consultant retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not an employee of the City. All employees and subconsultants or subcontractors of the Consultant shall likewise not be considered to be employees of the City.

1.3 The Consultant shall serve as the City's professional representative in those phases of the Project to which this Agreement applies and provide consultation and advice to the City during the performance of its services.

1.4 The Consultant shall not have any public or private interest in the Project and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.5 The Consultant shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Consultant's policies and decisions with respect to the work covered by this Agreement.

1.6 The Consultant shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City. The Consultant shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the City. The Consultant's key personnel ("Key Personnel") shall be identified in Exhibit B attached hereto. Any change of Key Personnel must be approved in writing by the City.

1.7 The Consultant shall adhere to its QC/QA plan attached hereto as Exhibit C. The Consultant shall submit to the City a statement in writing that it is in compliance with its QC/QA plan upon the request of the City. The Consultant's statement of compliance may be in the form of an additional statement in its transmittal letter when submitting preliminary plans or draft reports to the City. The Consultant may modify its QC/QA, subject to prior written approval by the City.

1.8 The Consultant shall complete the work required under this Agreement pursuant to the Project Schedule, attached as Exhibit D.

1.9 Blank

1.10 The Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement.

1.11 Blank

1.12 The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. The Consultant shall submit to the City a draft subconsultant agreement for City review and approval prior to the execution of such an agreement. Any subconsultant agreement(s) entered into prior to this Agreement are attached as Exhibit E. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent and shall include the provision set forth in Section 9 below. The Consultant shall be responsible for the accuracy and quality of any subconsultants' work.

1.13 The Consultant shall cooperate fully with the City, other City consultants, other municipalities and local government officials, public utility companies and others as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City.

1.14 The Consultant shall furnish the City a reasonable number of original prints of all necessary reports, documents, plans and deliverables as determined by the City.

1.15 When requested by the City, Consultant shall submit a progress report each month this Agreement is in force, which shall include the following items:

- a. A summary of the Consultant's project activities, and any subconsultant project activities that have taken place during the invoice period;
- b. A summary of the Consultant's project activities and any subconsultant project activities, that shall take place during the next invoice period;
- c. A list of outstanding items due to or from the City; and
- d. A status of the Project Schedule [per Exhibit D].

SECTION 2 - Additional Services

2.1 If a representative of the City verbally requests the Consultant to perform additional services ("Additional Services") not included in the Scope of Services and as provided for in Exhibit A, the Consultant shall confirm in writing the specific services that have been requested and specify that such services are Additional Services. Failure of the City to respond to the Consultant's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed rejection of, and refusal to pay for the Additional Services. Consultant shall not perform any Additional Services until City has confirmed approval of said Additional Services in writing. If authorized as provided herein, the Consultant shall furnish, or obtain from others, Additional Services which shall be paid for by the City as set forth in Section 5 of this Agreement.

2.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Consultant, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibit A that cause the payment due to the Consultant to exceed the amount set forth in Section 5.3 shall be addressed in an amendment to this Agreement.

SECTION 3 – The City's Responsibilities

3.1 The City shall respond to reasonable requests by the Consultant to provide information in its possession.

3.2 The City shall assist the Consultant by placing at its disposal all available information in its possession which it deems pertinent to the Project.

3.3 The City shall make all reasonable efforts to provide access to, and provision for the Consultant to enter upon public and private lands as required for the Consultant to perform its work under this Agreement.

3.4 The City shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Consultant.

3.5 The City shall provide such legal, accounting and insurance counseling services as may be required by the City for the Project.

3.6 The City shall designate in writing a person to act as the City's Project Representative with respect to the work to be performed under this Agreement.

3.7 The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defect in the Project.

3.8 The City may direct the Consultant to provide, at the City's expense, Additional Services pursuant to Section 2 of this Agreement.

3.9 At the discretion of the City, the City shall give the Consultant credit for its services performed under this Agreement in its official communications, published articles, and project identification signage.

3.10 The City shall evaluate the Consultant's and any subconsultant's performance (interim and final). Timeliness in meeting the Project Schedule [Exhibit D] and the overall relationship with the Consultant are factors that will be considered in the Consultant's performance rating. An unfavorable performance rating shall be a factor when future assignments

are being considered.

3.11 The City makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Consultant which were generated or provided by third parties. The accuracy of information or documentation provided the Consultant by the City may be relied upon only to the extent specified in the Scope of Services attached hereto as Exhibit A.

SECTION 4 - Period of Service

4.1 The Consultant shall commence work on the Project within seven (7) calendar days after receipt of a written notice from the City to proceed and complete the work pursuant to the Project Schedule attached as Exhibit D. The City shall determine when the Consultant has completed the work required pursuant to this Agreement.

SECTION 5 – Payment for Services and Reimbursements

5.1 The Consultant shall be paid not to exceed **\$133,098.00** for the services described and referenced herein, which payment shall include direct and indirect costs incurred by the Consultants set forth in the "Cost Proposal and Unit Rate Schedule," attached as Exhibit F.

5.1.1 The Consultant shall be reimbursed for its actual costs related to the salaries of specific employees for the time directly attributable and properly chargeable to the work under the terms of this Agreement as listed on Exhibit F. A tabulation showing the regular hourly salary rates for each classification of employee is listed in Exhibit F. The classifications of the employees used in the work should be consistent with the employee classifications shown in Exhibit F. If personnel of the Consultant's firm, including the Consultant's principal, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. Costs related to salaries shall include actual withholdings and contributions by either the employee of the Consultant for the approved payroll items set forth in Exhibit F of this Agreement.

5.1.2 The Consultant shall be reimbursed for its actual in-house and outside direct costs for expenses and sub-consultant fees attributable and properly chargeable to the work under the terms of this Agreement as listed in Exhibit F.

5.1.3 The Consultant shall be reimbursed for the actual overhead or indirect costs to the extent that they are properly allocable and chargeable to the work included under the terms of this agreement as listed in Exhibit F.

5.2 The City shall make payments to the Consultant on a monthly basis

pursuant to invoices submitted by the Consultant in compliance with Section 5.7 and upon approval of said invoices by the City.

5.3 The City shall have the right to withhold payment to the Consultant due to the quality of a portion or all of the work performed hereunder not in accordance with the requirements of this Agreement or to the City's satisfaction or the Consultant's failure or refusal to perform any of its obligations hereunder.

5.4 In the event of termination of this Agreement pursuant to paragraph 6.1 after completion of any phase of the basic services, fees due the Consultant for services rendered through such phase shall constitute final payment for such services, and no further fees shall be due to the Consultant. In the event of such termination by the City during any phase of the basic services, the Consultant shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination. In the event of any such termination, the Consultant shall also be reimbursed for charges it incurred as a result of any work performed by any subconsultants to the date of termination and shall also be paid for all unpaid additional services and reimbursable expenses not in dispute.

5.5 The Consultant shall submit an affidavit and final waivers of liens of any subconsultants or subcontractors, if applicable, with its final invoice, stating that all obligations incurred in performance of the professional services have been paid in full. The affidavit will also include a statement stating that the professional services were performed in compliance with the QC/QA approved by the City if applicable. The affidavit and all final waivers of liens shall be on a form prescribed by the City.

5.6 The provisions of this Section 5 supersede and replace the Illinois Prompt Payment Act.

5.7 Invoices must be received by the City within thirty (30) days of provision of goods or services hereunder, except that any invoice for goods or services performed in April of any year must be received by the City on or before the first week of May of that year to ensure that it is received within the City's Fiscal Year.

All invoices for this Project must be sent to:

Accounts Payable
City of Naperville
P.O. Box 3020
Naperville, IL 60566-7020

SECTION 6 – Termination

6.1 This Agreement may be terminated at any time upon thirty (30) days written notice by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In addition, the City shall have the right to terminate this Agreement upon thirty (30) days written notice for any

reason. Mailing or facsimile transmission of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of receipt.

6.2 Within thirty (30) days of completion, expiration or termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, and such other items specifically identified by the City and all Documents and items identified in Section 9.1 of this Agreement. Upon receipt of said items, the Consultant shall be paid for labor and experience incurred to the date of termination as provided in Section 5. If this Agreement is terminated due to the City's substantial failure to perform, the Consultant shall be paid for labor and expenses incurred to date as provided in Section 5, subject to set off for any damages, losses or claims against the City resulting from or relating to Consultant's performance or failure to perform under this Agreement. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination.

SECTION 7 – Insurance

7.1 At the Consultant's expense, the Consultant shall procure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

7.2 The Consultant must furnish Certificates of Insurance to the City before staff recommends award of the contract to City Council. If requested, the Consultant will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the City. The Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the Consultant maintains higher limits than the minimums shown below, the City shall be entitled to

coverage for higher limits maintained by the Consultant.

(A) Commercial General Liability:

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 and include Premise/Operations, Products/Completed Operations, Independent Contractors, Contractual and Personal Injury/Advertising Injury.

Limits:	
General Aggregate	\$2,000,000.00
Products/Completed Operations	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Personal Injury	\$2,000,000.00

(B) Automobile Liability:

Coverage shall be at least as broad as Insurance Services Office Form CA 00 01 to include all Owned, Hired, Non-owned vehicles.

Limits:	
Combined Single Limit per Accident	\$2,000,000.00

(C) Workers' Compensation:

Coverage shall be in accordance with the provisions of the laws of the State of Illinois.

(D) Employers' Liability

Limits:	
Each Accident	\$2,000,000.00
Each Employee Bodily Injury by Disease	\$2,000,000.00
Policy Limit Bodily Injury by Disease	\$2,000,000.00

(E) Errors & Omissions Liability/Professional Liability:

Per Occurrence	\$2,000,000.00
Annual Aggregate	\$2,000,000.00

If Errors & Omissions coverage is written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

(F) Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- b. For any claims related to the performance of the Consultant's work, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

The Consultant understands that the acceptance of Certificates of Insurance, policies and any other documents by the City in no way releases the Consultant from the requirements set forth herein.

SECTION 8 – Indemnification

8.1 The Consultant shall defend, indemnify and hold harmless the City and its officers, agents, and employees against any claim or liability, including but not limited to costs, and fees, including reasonable attorney fees, arising from or based on any negligent or willful act or omission on the part of the Consultant or Consultant's subconsultants, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. Neither Party shall be liable to the other Party for incidental, special, indirect or consequential damages in excess of the amounts of insurance coverage provided for herein.

8.1.1 Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against

them. The Consultant shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits.

8.1.2 Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

8.2 The Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any negligent or willful act or omission, neglect, or misconduct in the performance of its work or its subconsultants' or subcontractors' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

8.3 The Consultant shall not be responsible for any delay in the performance or progress of the Project, or liable for any costs or damages sustained by the City resulting from such delay, caused by any errors, omissions and/or negligent acts of the City or their agents, or by changes ordered in the work. In the event of such delay, the Consultant will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Agreement.

8.4 The Consultant shall not be responsible for any damages, which may occur as a result of any modifications made to the plans of the Consultant by others without the Consultant's knowledge, or for damages that may occur because of the improper or negligent acts of others.

8.5 The City will release and hold harmless the Consultant for delays or losses experienced by the City which result from the discovery of concealed conditions, as defined below, which require additional design, disposal, mitigation or other remedial action. When such discovery warrants the need for additional services, those services will be considered additional under Section 2 of this Agreement. For the purposes of this Agreement, the term "Concealed Condition" is defined as a physical condition substantially at variance with the conditions disclosed by the reports and documents provided to the Consultant by the City, or otherwise in the Consultant's possession or available to the Consultant in the normal course of business, or physical conditions which are of an unusual nature, differing materially from conditions ordinarily encountered and generally recognized as inherent in the nature of the work encompassed within the Project. It is Consultant's responsibility to demonstrate the existence of a Concealed Condition and the Consultant shall give written notice to the City within three (3) business days of the discovery of a Concealed Condition or shall be deemed to have waived the issue.

8.6 The City will release and hold harmless the Consultant from delays or costs experienced by the City which result from the discovery of hazardous wastes, contaminants or pollutants which require additional design, disposal, mitigation or other remedial action.

8.7 The provisions of this Section 8 shall survive completion, expiration or termination

of this Agreement.

SECTION 9 - Documents, Drawings, and Intellectual Property

9.1 Any documents, including but not limited to intellectual property (hereinafter "Documents") defined herein without limitation as drawings, survey data, reports, studies, processes, specifications, estimates, maps, plans, computations, photographs, audio and video recordings, electronic data, software (including but not limited to source code and run-time executable), system integration details (including but not limited to data mapping, data conversion, data customization, and system customization), and any original work of authorship fixed in a tangible medium of expression within the meaning of the Copyright Act of the United States Code, and all other materials, regardless of physical form or characteristics, prepared, created, or discovered by the Provider, or Provider's subcontractors, subconsultants, or sub-vendors, for or in relation to the Project, shall automatically and immediately be deemed to be the property of the City and shall be considered by the parties as a work made for hire, including derivative works therefrom, and ownership of same shall vest exclusively with the City as of the date authored, made, or conceived, either solely or jointly with others, and the City shall be entitled to the worldwide right to all such works of authorship, invention, improvement, and developments, whether patentable within the meaning of Title 35 of the United States Code, or unpatentable, copyrightable or uncopyrightable. The Provider, and Provider's subcontractors, subconsultants, and sub-vendors, shall promptly disclose to the City any works of authorship, invention, or improvements and developments described above when made or conceived, whether or not they have been reduced to writing. Provider, and Provider's subcontractors, subconsultants, and sub-vendors, shall fully cooperate and assist the City in securing the City's rights as described herein and in filing and prosecuting any patent or copyright applications, and shall execute any and all documents that the City may deem necessary to obtain such rights.

Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. The City shall not acquire any rights to any of Consultant's, its subcontractors', subconsultants', or sub-vendors' proprietary computer software, or other intellectual property as identified on Exhibit G, except: i) to the extent any such software or other intellectual property is modified pursuant to this Agreement, or ii) as may be separately agreed in writing.

9.2 During the course of the Agreement, the Consultant shall provide Documents as required in the Scope of Work and as otherwise requested by the City. Files delivered in an electronic medium must be compatible and work with the City's then-current systems and software.

9.3 Within thirty (30) days of completion, expiration or termination of this Agreement, a hard copy and an electronic set of original Documents as defined in paragraph 9.1 above, including but not limited to those required in the Scope of Work, shall be delivered to the City's Project Manager and shall be labeled "Original-Final". In the event of a conflict between any specifications, reports, or other documents, the Documents labeled "Original-Final" will

govern. Files delivered in an electronic medium must be compatible and work with the City's then-current systems and software.

9.4 The Consultant shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Consultant shall make its books, records, digital files, and any other supporting documents related to the Agreement promptly available for review and audit by the City and/or by the federal funding entity, if applicable. Further, the Consultant agrees to cooperate fully with any audit conducted by the City, or federal funding authority, and to provide full access, to all materials related to any aspect of this Agreement. Failure to maintain the books, records, digital files, and supporting documents required by this subsection shall establish a presumption in favor of the City for recovery of any funds paid under the Agreement for which adequate books, records, digital files and supporting documentation are not available to support their purported disbursement.

9.5 The Consultant shall require its subconsultants, subcontractors, and sub-vendors to comply with the requirements of this Section 9, and shall include provisions in agreements with its subconsultants, subcontractors, and sub-vendors making such provisions applicable to them and providing they shall that such provisions shall survive the completion, expiration or termination of such agreement.

9.6 The provisions of this Section 9 shall survive completion, expiration or termination of this Agreement.

SECTION 10 - Validity of Fees

10.1 Blank

SECTION 11 - Successors and Assigns

11.1 The City and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

SECTION 12 - Force Majeure

12.1 Whenever a period of time is provided for in this Agreement for the Provider or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is caused by an event beyond its control and without its fault

or negligence, including: (1) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (2) acts of war; (3) acts of civil or military authority; (4) embargoes; (5) major environmental disturbances; (6) public disorders, civil violence or disobedience; (7) riots, sabotage, insurrection or rebellion; (8) epidemics; (9) terrorist acts; (10) fires or explosions; or (11) nuclear accidents. If a delay is caused by any of the Force Majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

SECTION 13 - Amendments and Modifications

13.1 Except as otherwise provided herein, the nature and scope of services specified in this Agreement may only be modified by written amendment to this Agreement, approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

SECTION 14 - Standard of Care

14.1 The Consultant shall perform the services provided for herein to the satisfaction of the City and with that degree of care, knowledge, skill, and diligence ordinarily exercised by reputable members of the same profession currently practicing under similar conditions within the State of Illinois. In the event of any conflict between applicable published standards, the Consultant shall identify such conflict to the City, and the Consultant shall follow the instructions furnished by the City.

14.2 The Consultant shall be responsible for the accuracy of its services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.

14.2.1 If a Consultant has provided the City with specifications for this Project which are determined to be incorrect or which require revision during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Consultant shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Consultant shall promptly reimburse the City for the reasonable costs associated with said corrections or revisions. If such invoice is not fully paid within thirty (30) days of receipt by Consultant (by fax, e-mail, personal service, regular mail, or certified mail), the City shall have the right to deduct that amount from any outstanding payments due the Consultant.

14.3 The Consultant shall respond to the City's notice of any errors or omissions within 24 hours. The Consultant shall be required to promptly visit the Project site if directed by the City.

14.4 The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

14.5 If, within one year after the Consultant has received a final payment under this Agreement, any of the work is found to be not in accordance with the requirements of the Agreement, or in need of repair, the Consultant shall correct it promptly after receipt of written notice from the City to do so at no cost to the City. This remedy is in addition to any other remedies the City may have under this Agreement or the law.

14.6 The provisions of this Section 14 shall survive the completion, expiration or termination of this Agreement.

SECTION 15 - Savings Clause

15.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 16 - Captions and Paragraph Headings

16.1 Captions and paragraphs headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 17 - Non-Waiver of Rights

17.1 No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

SECTION 18 - Entire Agreement

18.1 This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

SECTION 19 - Governing Law

19.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

SECTION 20 – Notice

20.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the City:

**Mr. Russell Matson
Naperville Police Department
1350 Aurora Ave,
Naperville, IL 60540**

If to the Consultant:

**Ronald F. Bosco
Federal Engineering, Inc.
10560 Arrowhead Drive
Suite 100
Fairfax, VA 22030**

20.2 Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

SECTION 21 – Severability

21.1 Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

SECTION 22 - Execution of Agreement

22.1 This Agreement shall be signed last by the City Manager. The City Clerk or his or her designee shall affix the date on which they sign this Agreement on Page 1 hereof which date shall be the effective date of this Agreement.

SECTION 23 – Counterparts

23.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

SECTION 24 – Authorizations

24.1 The Consultant’s representatives who have executed this Agreement warrant that they are authorized to execute this Agreement on the Provider’s behalf, and that such signatures are sufficient to legally bind the Provider. The City Manager and City Clerk warrant that they have been lawfully authorized to execute this Agreement. Within ten (10) days of execution of this Agreement, the Provider and the City shall deliver to the other copies of all articles of incorporation, articles of organization, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their

respective parties.

SECTION 25 – Illinois Freedom of Information Act

25.1 Effective 1/1/2010, the Illinois Freedom of Information Act, 5 ILCS 140/7(2), provides that records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (5 working days with a possible 5 working day extension, or within such other time frame as agreed upon in writing by the requester). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant’s control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, are applicable.

25.1.2 Consultant may seek to have proprietary information submitted by it to the City withheld from disclosure to third parties to the extent that such information falls within the definition and provisions of Section 7(1) (g) of the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and so long as such information has been furnished to the City under a proprietary claim as provided in said Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

CITY OF NAPERVILLE

CONSULTANT

Douglas Krieger

Ronald F. Bosco

By: Douglas A. Krieger
Its: City Manager

By: Ronald F. Bosco
Its: CEO and President

Date: 5/23/22

Date: May 11, 2022

RLM
RLM (May 23, 2022 15:00 CDT)

5/23/2022

gc 5/20/22

MV 5/20/22

Exhibit A – Scope of Work

Project Approach/Plan

The City of Naperville is looking to complete a Needs Assessment and create a Request for Proposal (RFP) for the procurement of a new CAD, MDT, and Law Enforcement RMS software solution. FE will work closely with City stakeholders to finalize requirements for the new solution. The desired solution will provide flexibility, redundancy, and mobility while capitalizing on the latest best practices in public safety information technology.

FE appreciates that each client and every technology upgrade or replacement is unique. We will tailor your solutions and the project approach to fit your needs, designing customized results that solve your unique challenges. FE's experts will conduct onsite interviews to assess needs and finalize requirements, analyze solutions' strengths and weaknesses, prepare specifications and RFP, and assist the City with vendor evaluation and contract execution. Our project manager will develop a project plan and coordinate activities to meet the City's desired outcome of vendor selected and contract negotiations completed by the end of ~~November~~ ^{December} 2022. At the City's option, FE will also provide project management during implementation and the go-live of the solution.



Commencement of each Task shall require a written notice to proceed signed by authorized City official. gc

Task 1—Needs Assessment

Project Initiation and User Interviews

1. Capabilities of existing system and its effectiveness in meeting the business needs of City

FE is prepared to begin this project immediately upon contract execution and will schedule a project kickoff meeting with the City's project manager and designated representatives at a mutually agreed upon date. During this meeting, we will establish lines of communications, discuss the proposed work plan and schedule, and define responsibilities of City staff and stakeholders. We will support the City in forming the project team and suggest which functions and departments should be included on it.

The project kickoff meeting allows background data related to the project to be identified and collected, helps to solidify goals and objectives, and clarifies project scope, methodology, and schedule. Our project manager will set project expectations, introduce the project team and participants, develop the framework for ongoing work efforts, and identify critical success factors for the project.

FE's existing systems data collection and future requirements discovery methodology places considerable emphasis on consensus building (the beginning of change management) and accurately determining the needs of the participating first responders, dispatchers, CAD system users, field reporting and records systems users, other application users, and support personnel.

Our approach relies on our extensive experience with understanding public safety business processes and collecting needs from agencies across the country with similar requirements.

FE's project manager will work with the City's Project Administrator to finalize which stakeholders will be interviewed and identify the most effective method to obtain input, including advance surveys, individual interviews, focus group meetings, observations, and business process/workflow review sessions. We will conduct interviews and business process observations onsite. It is critically important that the appropriate personnel attend these sessions to adequately represent the unique needs of each agency, department, division, and section. Our team will conduct follow-up discussions with participants as necessary to complete the needs assessment.



FE's technical experts will interview Law Enforcement, Fire, EMS, Jail, Dispatch, Civil, and IT departments during these data collection sessions. We will discuss current business processes and assess the use of CAD/MDT/RMS and integration with other systems to support operational workflows. **FE's** technical experts will assess existing functional issues of concern and solicit input about desired functionality.

Our observation techniques lead to meaningful impromptu discussions with agency personnel that complement our understanding of the operation, issues, local culture, current frustrations, and future desires at the user level. During observations, **FE** typically documents the following:

- Operational use of CAD/MDT/RMS
- System functionality
- Database standards
- Technical support capabilities
- Existing interfaces
- Business processes in actuality
- Existing infrastructure
- Mobile data functionality
- Call processing methods
- Hardware platforms
- Data conversion methods
- Network design
- Capability for future growth
- NCIC and NBIRS functionality
- Records processing/workflow
- Fire reporting integration

Following interviews and observations, **FE** will prepare a high-level *Needs Assessment Memo*, documenting the input from City of Naperville staff and agency stakeholders. This memo will identify user needs for system functionality and enhanced support of existing business processes. We will review our findings with your Project Administrator, then update the memo as necessary.

Analysis of Existing System

2. Deficiencies and/or issues within the current system.

FE will request that City of Naperville provide system documentation, including software versions, interfaces, network diagrams, workflow diagrams, maintenance contracts, screen shots, and other relevant documentation regarding the existing solution and its functional modules. Performing a detailed review of this documentation provides our team with a common starting point and a

foundation for a complete understanding of current status. We will also review any requirements already identified by City stakeholders. Through our on-site observations and stakeholder meetings our team will uncover issues with the City's current solution and discover the wants and needs required in a new solution. Engaging the user community, listening, and documenting their input is another step in the change management process. Transparency and inclusion helps to bring the Naperville team down the road to a successful cut-over.

Analysis of Integrated Systems and Requirements

3. Capabilities of other Law Enforcement related systems that integrate with the CAD/MDT/RMS or can be included with the CAD/MDT/RMS

10. Need for current stand-alone systems to integrate with a replacement solution.

11. Other relevant system resource component or issues.

Understanding the current operational environment is a critical component of this assessment. We will discuss current Law Enforcement business processes and their integration with the City's existing CAD/MDT/RMS. We will identify requirements for operational workflows and stand-alone systems that must integrate with the replacement CAD/MDT/RMS solution to support parking violations, traffic violations, tows, sex offenders, evidence management, internal affairs, training, and inventory management. Understanding your daily operational processes helps our SMEs to define all points of integration and include requirements that help vendors propose meaningful responses to meet your interface expectations.

FE will review ecosystem process diagrams and, working closely with the Project Administrator and other stakeholders, assess existing interfaces and their integration requirements and expectations to be included in the RFP for the CAD/MDT/RMS solution. We will evaluate and document the capabilities needed to interface with NCIC/LEADS (Law Enforcement Agencies Data System), Smart9-1-1, 9-1-1 Call System, State of Illinois Accident System, State of Illinois NIBRS System, and Diital Evidence Management System.

FE will develop requirements for system interfaces, security, audit, user interfaces, documentation, mapping, and system administration requirements to support integration of these existing systems with the replacement CAD/MDT/RMS solution. Our team has decades of experience managing systems for agencies. We know were to look and the questions to ask to ferret out any additional interface requirements.



Requirements Definition and Finalization

4. Requirements of users of the systems (Law enforcement/Fire/EMS/Jail/Dispatch/Civil departments) including “must haves”, “would like to haves”, and “future needs”.

5. Comprehensive list of features and functional requirements necessary to meet identified needs.

Based on data received from our custom-developed interview scripts, we will identify user needs for “must have” and “should have” features and functionality, including for innovative technologies and training. The City’s business processes will play a key role in the gathering of system requirements for the definition of your future CAD/MDT/RMS solution.

FE places considerable emphasis during the user requirements gathering process on documenting the existing practices, defining related priorities, and consensus building to accurately determine the needs of public safety users. **FE** will leverage our experience understanding the various public safety disciplines and industry-standard business processes to facilitate discussions, gather data, and document business processes for the Project Administrator. We will evaluate the information gathered during the data collection interviews and document the needs of the agencies.

Requirements are the basis for capturing and communicating needs, managing expectations, prioritizing, assigning work, verifying, and validating the system (acceptance), and managing the scope of the project. **FE** will utilize several approaches to effectively capture requirements, including the following data collection tools that we will utilize to identify the performance, functionality, interfaces, and integration requirements:

- Data collection workbook from interviews and focus groups
- Targeted observations
- Documentation review
 - Current systems documentation
 - Support and maintenance agreements
 - User guides
 - Release notes
 - System administrator configuration guides
 - Interface requirements documents
 - CAD hardware architecture diagrams
 - GIS/Mapping
 - Interface data

FE will document requirements, prioritized based on user needs. When considering system technologies, important components to consider are statistics, analytics, and reporting. Vendors now generally provide robust business intelligence applications that offer tremendous management opportunities for law enforcement and fire agencies, including dashboards and web-based tools for monitoring activity. These will be included in the requirements, as applicable. We will document requirements in the following areas:

- | | |
|---|---------------------------------|
| • Hardware and software | • System context diagram |
| • Business requirements | • Implementation |
| • Interface and integration requirements with existing external systems | • Data conversion and migration |
| | • Operational requirements |

- Technical requirements
- Data management/information reporting to include required data elements
- Migration specifications
- Requirements for vendor's identification and presentation of solution costs
- Technical architecture
- User interface requirements
- Current standards and best practices
- Training requirements
- Security requirements
- Maintenance/support requirements

FE will create a *Requirements Matrix* to document functional, performance, and operational requirements that must be included in the vendor's detailed design to confirm that all identified requirements are adequately implemented and tested by the vendor. During the procurement phase, the *Requirements Matrix* will become a primary tool to facilitate the City's evaluation of vendor proposals to assess compliance with each technical and non-technical requirement. We will also prepare tools for the City to evaluate the cost-benefit elements of vendor proposals.

FE will then schedule a requirements workshop to review and prioritize the requirements. Interactive communication is the key to productive finalization of the City's business practices and requirements for a new integrated CAD/MDT/RMS solution. **FE** will employ a hierarchical approach for the requirements workshop, determining strategic direction from management, while ascertaining systems performance and functional business requirements from "boots on the ground" end-users. We will gain consensus and agreement among stakeholders on the "must have" versus the "would like to have" and "future" features and functionality. **FE** will refine the requirements based on the input of the workshop participants. During the workshop, we will review technology alternatives and work with City stakeholders to identify solutions that best meet your agreed-upon, prioritized requirements and budget.

Recommendations for Business Process and Staffing Changes to Improve Efficiency

6. Recommendations for proposed changes in business practices that would improve efficiency.

9. Staffing support for the current system and potential efficiencies to be gained.

FE will analyze the information collected regarding the current systems in use. We will assess the use of best practices in the organizational work units, look for duplication in effort, staff, and/or hardware. Based on our experience and available technologies, we will assess whether automation can efficiently replace processes. We will identify challenges with the existing business practices, especially noted during our observations, and develop recommended changes for more effective and efficient processes with implementation of a new CAD/MDT/RMS solution. We will assess the staffing required to support the current system and identify potential efficiencies in staffing to be gained following cutover to a new solution.

FE will work with the Project Administrator to define existing CAD/MDT/RMS system features and characteristics from an operational perspective and how they are utilized in the current system. Existing operational use of the system will be captured through use cases, user needs, roles and viewpoints, and system goals. **FE** will analyze the business needs identified during the stakeholder interviews to assess user perceptions of current processes/systems against best-in-class processes, systems, staffing, and desired future capabilities. The identified business needs will drive the selection of the new solution, associated sub-systems, interfaces, required levels of staffing support, and potential efficiencies to be gained.

Since public safety technology continues to evolve, recommendations when determining future system migrations must consider industry changes and advancements in technology that would improve efficiencies in processes and staffing, including software-as-a-service applications (SaaS). **FE** is in constant contact with CAD/MDT/RMS vendors and we understand currently available solutions and planned features that may meet Naperville's requirements and long-term goals.

Data Preservation and Migration Needs

7.Data preservation or data migration needs.

FE will review the existing data structures and assess potential data conversion needs based on the complexity and integrity of existing data. **FE** will work closely with the City's Project Administrator and stakeholders to identify business workflows and requirements for data preservation and migration. Our experts will document the challenges, benefits and drawbacks of data migration alternatives, as well as prepare cost estimates for data migration alternatives.

Hardware, Network, and Technical Specifications

8.Hardware, network, and technical specifications.

The City will benefit from **FE's** proven specifications development process. Our experts will develop a set of hardware, network, and software technical specifications for the CAD/MDT/RMS solution, integration, and required interfaces based on the approved requirements. We will advise the City on the requirements and detailed specifications that are essential for system procurement, identifying which functional requirements will be mandatory and which will be optional. **FE** will document and categorize the following specifications :

- Hardware and software
- Business requirements
- Interface and integration requirements with existing external systems
- Technical requirements
- Data management/information reporting to include required data elements
- Migration specifications
- Requirements for vendor's identification and presentation of solution costs
- System context diagram
- Implementation
- Data conversion and migration
- Operational requirements
- Technical architecture
- User interface requirements
- Training requirements
- Security requirements
- Maintenance/support requirements

FE will prepare a draft *City of Naperville CAD/MDT/RMS Specifications Report*. We will lead a specifications review and final prioritization meeting with stakeholders. Agreed-upon revisions will be made, and the final specifications will be prepared for inclusion in the RFP document.



Task 2—Develop a Comprehensive Plan of Action

FE has worked with many clients to replace their CAD/MDT/RMS software. As a result, we understand the steps required—and potential pitfalls to be avoided—in implementing a solution that best meets user needs and then phasing it in successfully and without disruption to mission-critical operations. We will work with City stakeholders to develop your plan of action for a successful migration to a new software solution that best meets your prioritized requirements. The replacement CAD/MDT/RMS solution must be capable of a phased implementation and orderly migration. The identified solution alternatives will include an analysis of the advantages and disadvantages of each option, and high-level cost estimates based on *FE*'s experience with potential public safety CAD and RMS equipment vendors and integrators. *FE* will also consider the existing budget and investments that can be leveraged for the new system. We will identify potential grant sources that may be available.

Action Plan Report Topics

- Existing Operational Environment
- Analysis of the Current System
- Prioritized User Requirements
- Analysis of Existing Staffing Support
- Recommended Process Changes
- Review of Best-in-Class Technology
- Proposed System Concept
- Phase-In Recommendations
- Implementation Time Frames
- Implementation Project Plan
- Cost Estimates and Available Grants
- Summary of Impacts: Integration, Interfaces, Anticipated Efficiencies

FE will prepare a draft *City of Naperville CAD/MDT/RMS Action Plan Report*, which will include the prioritized requirements matrix, implementation time frames and phase-in recommendations, draft implementation project plan, and cost estimates. We will submit the draft *Action Plan Report* to the Project Administrator to distribute to designated stakeholders for review and comment. We will present the plan and our recommendations for moving forward to the core project team. Following a review period, we will incorporate changes and issue the final *City of Naperville CAD/MDT/RMS Action Plan Report*.

Task 3—Develop a Request for Proposal Document

The *FE* project team has extensive experience in developing specifications and RFPs for public safety systems. We will use proven practices and tools to tailor the RFP to the City's procurement practices and draft the specifications and RFP to solicit fair, vendor-neutral responses.

FE's past and current clients have expressed satisfaction and given prompt approval of the RFPs we have written. We have received feedback from system vendors that RFPs developed by FE are fair and allow them to prepare comprehensive, clear responses. In addition, no procurement that FE was involved in has been successfully protested by a vendor. This is a testament to our proven procurement methodologies.



Our public safety experts will prepare a single document that can be issued by the City to solicit qualified responses from vendors for the CAD/MDT/RMS solution, integration, required interfaces, and support and version management needs based on City-approved requirements. These specifications will describe the desired solution's functional and performance requirements in sufficient detail for vendors to submit consistent proposals that will be verifiable through future acceptance testing and will stress the use of existing investments wherever possible.

FE will perform the following tasks:

- Review the City's standard content and format for functional specifications and RFPs.
- Finalize the requirements matrix for tracking vendor compliance to the requirements during proposal review and subsequent solution implementation.
- Incorporate the hardware, network, and software technical specifications developed in previous tasks into the RFP.
- Develop the statement of work describing the project goals and desired outcomes
- Support the City's Project Administrator and purchasing department in developing evaluation criteria, based upon the requirements matrix and other City criteria.
- Organize and categorize the specifications into a logical order to facilitate proposal review and vendor selection. Our intent is to provide a procurement document that directly supports the effective review and evaluation of vendor responses for the City's ease in selection of the most appropriate offerings.

We will work with the City's purchasing department to integrate the specifications and evaluation criteria with required contract terms and conditions to develop a system procurement RFP consistent with City purchasing policies, legal requirements, and standards.

FE will prepare a draft *City of Naperville's CAD/MDT/RMS Solution RFP* that incorporates the technical specifications, boilerplate terms and conditions from the City's Procurement Department, and other local purchasing requirements. We will review the draft RFP with the City, including the specifications and evaluation criteria, with City purchasing, legal, and other designated representatives. Following this meeting, we will incorporate approved changes and then deliver the final RFP in electronic format to the City for release to vendors.

Information Provided in RFP

- Information about Naperville's existing CAD/MDT/RMS software and hardware
- Listing of modules and features currently deployed
- List of required features and functions
- Technical specifications

Information Required from Vendor

- Response to specifications
- Solution description, including modules and means of integration
- Cost and timelines for installation
- Cost and timelines for migration from current system to new, including training
- Cost and timelines for data preservation/migration
- Information regarding ongoing support and maintenance
- Total and ongoing cost of ownership, including annual maintenance fees
- History of software releases

Task 4—Evaluation and Selection of a Vendor

FE will provide technical guidance to support the City in conducting an unbiased review of vendor proposals for the solution. We will provide evaluation tools to assist the City in reviewing vendor proposals, including the *Requirements Matrix*, an evaluation workbook, and instructions and forms for assessing costs based on criteria established in the RFP.

FE's experts will evaluate proposals against the defined evaluation criteria. We will perform an item-by-item comparison of technical specification and non-technical requirements documenting compliance or non-compliance to each, with concise assessments of non-compliance and relative strengths and weaknesses of each response.

Vendor solutions will be evaluated based on their operational and technical capabilities compared to the requirements matrix. The operational capability evaluation will focus on the system's features and functions and how they could be used to support the City's business processes. The technical capability evaluation will focus on how the system is designed and how it can be configured to provide the system functional capabilities to end users and provide failover and redundancy capabilities. Our financial evaluation will focus on each vendor's cost proposal, identifying inappropriate costs, costs of the usual range, and any specified features that have not been included in the vendor costs. We will prepare an *Evaluation Workbook*, summarizing our evaluation of each vendor proposal.



FE's technical expert will attend the City of Naperville's evaluation committee's review meeting to present our technical analysis of vendor proposals. We will facilitate the City's decision-making process and answer any technical questions about the vendor proposals.

Following the City's selection of a short-list of vendors, our technical expert will help the City plan and attend shortlisted vendor interviews and demonstrations. Our experience has shown that it is beneficial for our clients to observe a hands-on demonstration of solutions to become comfortable with the look and feel of the software and to meet and interact with the company representatives. To support this effort, we will prepare a set of scenarios for each vendor to handle during the demonstration facilitating an "apples to apples" comparison. Immediately following the vendor interviews, *FE* will meet with the evaluation committee to address any technical questions and then update the *Vendor Evaluation Workbook*.

Task 5—Contract Negotiations

FE will assist drafting the final contract documentation and facilitate reviews by designated parties from the City. Contract documentation for review will include the RFP's statement of work, RFP requirements and specifications, the selected vendor's scope of work, the City's boilerplate terms, and vendor's proposed contractual terms.

Our technical expert will attend onsite negotiations between the City and the selected vendor to provide support and answer any questions for the project team.

Following vendor negotiations, **FE** will review the City's and vendor's proposed revisions to the contract documents to evaluate that agreed-upon changes have been incorporated. We will facilitate a final review with City decision makers, as necessary.

Task 6—Implementation Support Optional "Additional Service" as defined in section 2 of CSA^{9c}

FE's implementation support services take a project from the initiation, planning, and design review phases through installation, testing, and final cutover. Our project manager will work with the City's Project Administrator and coordinate work of the vendor's team. We will verify that proper planning takes place before major commitments are made and will provide the City with onsite technical project management with the visibility necessary to eliminate surprises and create a proactive project management environment. We will determine if the selected vendor is compliant with the contract's agreed-upon system requirements, schedule, and cost milestones. We will provide technical project management and support the City through the implementation, acceptance testing, cutover, and go-live processes, as described below.

Our subject matter expertise will be provided during the implementation phase to provide technical support, address project status, and assess vendor contract compliance. **FE** will provide the following project management consulting services to the City:

- Help establish an implementation project team of participating City public safety entities, **FE**, and vendor staff to identify specific roles, responsibilities and time commitments for the services described.
- Attend the onsite implementation kickoff meeting, led by the selected vendor.
- Participate in bi-weekly status meetings with the system vendor and the City project team. Provide regular reporting to the City on the project's progress. Review accomplishments, discuss upcoming deliverables, assess project expenditures, and track assignments for tasks. Scribe meeting minutes and record action items and decisions.
- Assist in the management of the vendor-developed Implementation Plan and detailed project schedule, a preliminary draft of which is to be provided by the vendor as part of the negotiated contract.
- Maintain a punch list of items that are not compliant with the contract, who is responsible for correcting them, and the status of the corrective actions.



3.2 Project Management Philosophy (RFP 3.2)

Federal Engineering understands that a close relationship with our client is key to the success of a project. *FE's* project management support begins immediately upon our Notice-to-Proceed following execution of the contract and continues until successful cutover to the selected CAD/MDT/RMS solution. *Our project management approach centers on collaboration, open communication, consensus building, and the discovery and mitigation of risks.*

Every project is unique, and *FE* will customize our tools, solutions, and deliverables to meet the City's needs as described previously in this section. *FE's* partnership will be an asset to the City, providing experienced experts to guide your IT department and user agencies through a challenging software upgrade process. We bring the value of having completed similar projects for many clients just like you; we will share our management techniques, lessons learned, understanding of expected risks to be managed, and proven knowledge of critical success factors.

FE's project management methodologies will provide the City with the highest level of insight into the status of this project. *FE's* project manager remains current with the Project Management Institute's (PMI) *Project Management Body of Knowledge (PMBOK)*. He will manage completion of the project tasks outlined in the scope of work to meet milestones and complete deliverables on time and on budget.

Project Management Plan

At the onset of the project, our project manager will develop a draft Project Management Plan (PMP) based on PMBOK and industry standards to monitor time, resources, costs, quality, and performance. Our Project Management Plan will include scope, work breakdown structure, schedule, cost, quality assurance, staffing, potential risks, project communications, and stakeholder engagement methodologies. *FE* will review the schedule with the City's Project Administrator, finalize tasks, durations, and dependencies then produce the final PMP. *FE's* project manager will adjust the PMP in coordination with the City's Project Administrator to reflect the nature of the project as it evolves. We believe in staying close to our clients. *FE's* project manager will continually coordinate activities with your Project Administrator, involve other stakeholders as needed, and serve as your primary resource.

Schedule—*FE* will develop a project schedule that adheres to the PMP. This schedule will continually be updated through the project life and will be an effective tool to monitor scope and critical path.

Status/Progress Reports—*FE* will conduct weekly progress meetings to keep the project team informed of status; we anticipate both in-person and teleconference meetings. This will cover accomplishments since the last reporting period, upcoming activities, outstanding issues with owner assignments, risks with associated severities and likelihood, upcoming activities, and measurements that clearly compares actual to schedule. In addition, tasks and deliverables will be reviewed, including any items at risk and concerns the team may have. The outcome of these meetings will be documented in weekly project status reports delivered via email.

Exhibit B - Consultant's Key Personnel

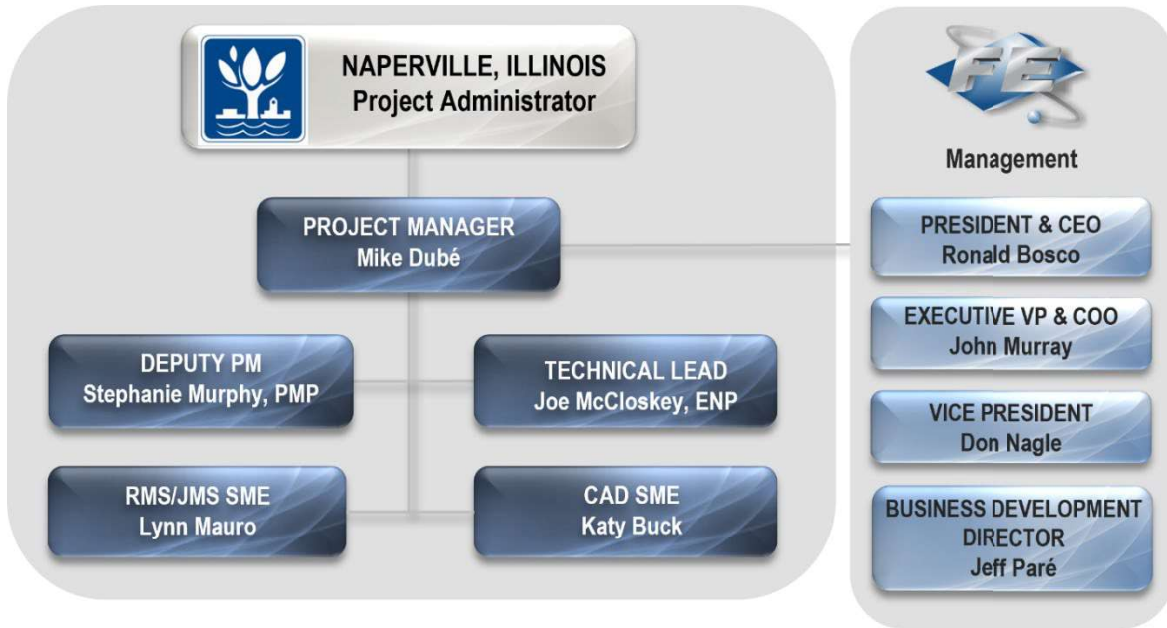


Exhibit 2—Project Team Organizational Chart

Vice President Don Nagle will provide executive oversight for this engagement, directing the assigned resources toward meeting the project schedules and objectives. He will review regular progress reports and make resource and other adjustments to align the project throughout its lifecycle with the City’s desired goals and outcomes. Mr. Nagle will be responsible for the overall success of the project for both the City of Naperville and *FE*.

Lead Person for Working with the City (RFP 1.2.B)

Mike Dubé will be the Project Manager for the duration of the project. He will be the lead person responsible for working with the City on this project and will manage our internal team on a day-to-day basis. Mr. Dubé is committed to this project and will lead all meetings and calls, track, and document progress, identify issues or risks, and develop mitigation strategies as needed.

He will work closely with our Deputy Project Manager Stephanie Murphy, PMP; Technical Lead Joe McCloskey, ENP; CAD subject matter expert Katy Buck, ENP, and RMS/JMS subject matter expert Lynn Mauro.

As we demonstrate in this section and throughout our proposal, each of the team members understands public agency regulations and procedures. To be able to make proper recommendations regarding public safety software solutions, one must have knowledge of both the applicable technology and the various regulations and procedures that govern those communications. This insight has contributed greatly to the success of our teams and our firm.

Our Executive Vice President and Chief Operating Officer, John Murray, will manage *FE*’s processes for independent review and quality assurance of deliverables. As one of *FE*’s principals, his services *are provided at no cost to the City of Naperville*.

Exhibit C - Quality Control and Quality Assurance Plan

Quality Assurance

FE recognizes that no project is successful without rigorous quality assurance. We have developed a comprehensive deliverable review program through industry best practices, client feedback, and subject matter experts. *FE's* Quality Assurance Review Board, shown in Exhibit 3 on the next page, manages a well-defined peer review process to assure that our internal procedures, delivered documentation, reports, and recommendations are of the highest quality. Peer reviewers are individuals with skillsets directly applicable to the program. They are typically not involved in the day-to-day aspects of the project but rather provide an internal audit of deliverables, challenging the project team and assuring that all decisions have been well thought out. The City's Project Administrator will be an active participant in our quality assurance process by providing *FE* with feedback on drafts so we can include necessary revisions in the final deliverables. This methodology provides you with the best value for your consulting services investment at the lowest risk.



Exhibit 3—Quality Assurance Review Board

FE's quality assurance review process takes advantage of best practices, SMEs, and client feedback to assure the highest quality in our project deliverables.

Opportunities and Challenges

FE understands the steps required—and potential pitfalls to be avoided—in selecting a solution that best meets user needs and then phasing it in successfully and without disruption to mission critical operations.

FE acknowledges the City's concerns and objectives for a successful transition to the new solution:

- **Challenge**—To minimize the amount of time that two systems are operating concurrently and ideally avoid this completely.
 - **Opportunity:** Continuous availability of CAD services to mobile clients with a minimum amount of disruption. The City expects that mobile users will cut over to the new system at the same time as the dispatch.
 - **Goal/Opportunity:** Call history available during and after cutover. Accurate call history is critical for situational awareness and first responder safety.
- **Challenge**—User involvement, acceptance, and embracing of the new solution.
 - **Opportunity:** Create a change management plan from the inception of the project that involves system users at all levels.
 - **Opportunity:** During on-site observations, interviews, and stakeholder meetings **FE** will work with the City to keep users informed and involved to gain consensus required for a successful project.
 - **Opportunity:** Include selected users from across the agency in status meetings throughout the project to keep them involved and part of the process.
 - **Opportunity:** Demonstrate to stakeholders the benefits of a new solution and its capabilities in enhancing the efficiency of their daily operations.

Assistance

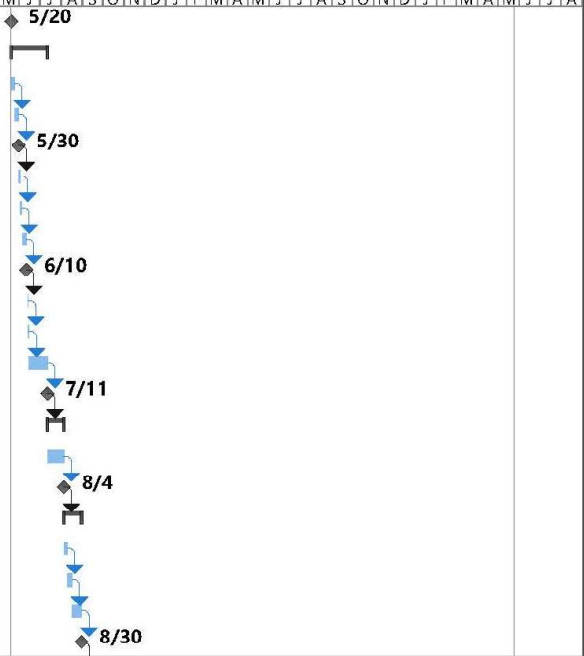
Our proposed team understands that you have limited time that can be devoted to working with consultants because you are already performing core job responsibilities. We are fully prepared to take the burden from your shoulders and guide you through this project. **FE** will work closely with the City of Naperville to efficiently execute the project. We anticipate the City will have the following responsibilities during the effort:

- Appoint a primary project manager for the project
- Provide existing system documentation to **FE** when requested to facilitate a quick start to the project
- Identify personnel and system stakeholders who will participate in project activities
- Facilitate the participation of designated stakeholders from the City
- Facilitate access to sites to observe existing operations
- Schedule and confirm availability of required personnel for project activities
- Provide adequate conference rooms for onsite meetings
- Review **FE** deliverables within the timeframe of the mutually agreed upon project timeline



Exhibit D - Project Schedule

ID	Task Name	Duration	Start	Finish	2Q22	3Q22	4Q22	1Q23	2Q23	3Q23	4Q23	1Q24	2Q24	3Q24		
					A	M	J	J	A	S	O	N	D	J	F	M
1	<i>Notice to Proceed</i>	0 days	Fri 5/20/22	Fri 5/20/22												
2	Task 1 - Needs Assessment	37 days	Fri 5/20/22	Mon 7/11/22												
3	Project Planning & Initiation Meeting	3 days	Fri 5/20/22	Tue 5/24/22												
4	User Interviews	4 days	Wed 5/25/22	Mon 5/30/22												
5	<i>Needs Assessment Memo</i>	0 days	Mon 5/30/22	Mon 5/30/22												
6	Analysis of Existing System	2 days	Tue 5/31/22	Wed 6/1/22												
7	Analysis of Integrated Systems & Requirements	2 days	Thu 6/2/22	Fri 6/3/22												
8	Requirements Definition and Finalization	5 days	Mon 6/6/22	Fri 6/10/22												
9	<i>Requirements Matrix</i>	0 days	Fri 6/10/22	Fri 6/10/22												
10	Recommendations for Process & Staffing Changes	1 day	Mon 6/13/22	Mon 6/13/22												
11	Analysis of Data Preservation/Migration Needs	1 day	Tue 6/14/22	Tue 6/14/22												
12	Preparation and Review of Specifications	19 days	Wed 6/15/22	Mon 7/11/22												
13	<i>Final Hardware, Network, Technical Specifications</i>	0 days	Mon 7/11/22	Mon 7/11/22												
14	Task 2 - Comprehensive Plan of Action	18 days	Tue 7/12/22	Thu 8/4/22												
15	Preparation and Review of Draft Plan	18 days	Tue 7/12/22	Thu 8/4/22												
16	<i>Final Action Plan Report</i>	0 days	Thu 8/4/22	Thu 8/4/22												
17	Task 3 - Request for Proposal Document	18 days	Fri 8/5/22	Tue 8/30/22												
18	Review of City's Standard RFP Terms/Conditions	3 days	Fri 8/5/22	Tue 8/9/22												
19	Finalization of Requirements/Evaluation Criteria	5 days	Wed 8/10/22	Tue 8/16/22												
20	Preparation and Review of Draft RFP	10 days	Wed 8/17/22	Tue 8/30/22												
21	<i>Final CAD/MDT/RMS RFP</i>	0 days	Tue 8/30/22	Tue 8/30/22												



Project: Naperville IL CAD-RMS Date: Tue 3/22/22	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

Exhibit F - Cost of Consulting Services

Pricing Proposal

Firm Fixed Price

The total firm fixed cost, including labor, travel, and other direct costs for Tasks 1-5 of the City of Naperville, Illinois CAD-RMS Consultant Services project is \$133,098.

FE is proposing \$96,621 to support Task 6, the optional implementation oversight.

FE's proposed costs for this project are indicative of the efficiency of our operations, proven automated tools, our vast experience completing similar projects, and our view of the strategic nature of the project. Further, it is not our culture to "up scope" during contract negotiations or during the project, unless the City adds scope of work beyond that outlined in the RFP.

Cost Proposal Form (Appendix B)

As required by the RFP, the City of Naperville's *Cost Proposal Form* is provided on the following page. Task-based pricing shown on the Form is not intended to be invoicing milestones. There may be multiple invoices for a task, as mutually agreed upon.

Hourly Rates

If required by the City of Naperville, *FE* can provide additional services in accordance with the rate schedule below.

SCHEDULE A

Effective January 1, 2022 through December 31, 2022

Director/Chief Consultant	\$ 265.00 per hour
Senior Consultant	\$ 220.00 per hour
Consultant	\$ 190.00 per hour
Senior Analyst	\$ 155.00 per hour
Analyst	\$ 115.00 per hour
Administrative / Computer Services	\$ 90.00 per hour

Proprietary Notice

This proposal, its contents, and appendices are proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc. Should this proprietary notice conflict with any government procurement regulations, policies, or practices, the government procurement regulations shall take precedence.

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Fairfax, Virginia

APPENDIX B – Cost Proposal

Unit prices inserted below must include all direct and indirect costs associated with providing labor, equipment, and materials. If vendor feels additional detail is necessary, vendor may attach supplemental documentation to Cost Proposal.

Tasks	Description	Proposed Hours to Complete	Proposed Hourly Pricing *	Total
Task 1	Needs Assessment	240	\$212.80	\$51,072.00
Task 2	Develop a Plan of Action for Addressing the Needs Assessment	82	\$209.15	\$17,150.30
Task 3	Develop a Request for Proposal Document	45	\$220.00	\$9,900.00
Task 4	Evaluation and Selection of a Vendor	198	\$206.65	\$40,916.70
Task 5	Contract Negotiations	68	\$206.75	\$14,059.00
Task 6	Implementation (Optional)	420	\$230.05	\$96,621.00

****Federal Engineering's hourly rates are fully loaded and include travel expenses.***

Total Cost: \$229,719.00

Basis of Our Proposal

1. This proposal assumes Federal Engineering, Inc., will perform the tasks as called out in the technical proposal (excluding optional tasks). If the City chooses the deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
2. **FE** will provide draft and final deliverables electronically to the City of Naperville, Illinois.
3. Any optional or additional tasking will be authorized by agreement between the City of Naperville and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed upon in a task order by the City of Naperville and **FE**.
4. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of the City of Naperville, Illinois, the City of Naperville participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party with respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may require periodic revisions based on actual experience and subsequent developments.
5. Federal Engineering can begin work immediately upon contract signing. This proposal is based upon a start date on or before May 22, 2022, and assumes a six-month schedule to completion of contract negotiations. Delays to the project schedule due to actions or lack of actions on the part of the City of Naperville, City of Naperville participants, third parties, and others will be brought to the attention of the City of Naperville's project manager in a timely manner and will be reduced to writing via a mutually agreed upon contract amendment.
6. This proposal assumes a mutually agreeable invoicing schedule for work completed.
7. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members to meet our contractual obligations to the City of Naperville.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2022

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER/INSURED and CONTACT/INSURER(S). Includes details for Preferred Insurance Services, Inc. and Federal Engineering, Inc., along with contact information for Certificate Department and list of insurers like Continental Casualty Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Lists various coverage types like Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: City of Naperville, its officers, officials, employees and volunteers are Additional Insured with respect to General Liability and Automobile Liability regarding all work performed by the named insured.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Naperville) and 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. Includes signature of authorized representative).

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

BLANKET AS REQUIRED BY WRITTEN CONTRACT

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

Policy No.

Endorsement No.

Insured

6049743312

Premium \$

Federal Engineering, Inc.

Insurance Company

Continental Casualty Company

Countersigned by



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability due to

your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to **Paragraph H.** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS:**

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A.** Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B.** Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C.** The first Paragraph under item **5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any **one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a.** Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e.** Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
- (1) You or any additional insured that is an individual;
 - (2) Any partner, if you or an additional insured is a partnership;
 - (3) Any manager, if you or an additional insured is a limited liability company;
 - (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
 - (5) Any trustee, if you or an additional insured is a trust; or
 - (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

7. Bodily Injury

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a.** The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:
- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
- 1.** Not done intentionally by or at the direction of:
 - a.** The insured; or
 - b.** Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - 2.** Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- b.** The following is added to Exclusions, **Section B.:**

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the

direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.



POLICY NUMBER: 6012197507

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: <i>Patrick M. Sullivan</i>
Named Insured: Federal Engineering, Inc.	(Authorized Representative)

SCHEDULE

<p>Name of Person(s) or Organization(s):</p> <p>City of Naperville, its officers, officials, employees and volunteers a</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Signature: 

Email: catalanoj@naperville.il.us











22-097_CAD RMS Consultant Services Agreement_Final Signed (1)

Final Audit Report

2022-05-23

Created:	2022-05-20
By:	Mari Vielma (Vielmam@naperville.il.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzDhMIhTZQfm2AmfY8aabmEd-0D51GEKI

"22-097_CAD RMS Consultant Services Agreement_Final Signed (1)" History

-  Document created by Mari Vielma (Vielmam@naperville.il.us)
2022-05-20 - 8:28:02 PM GMT
-  Document emailed to Joe Catalano (catalanoj@naperville.il.us) for signature
2022-05-20 - 8:29:40 PM GMT
-  Email viewed by Joe Catalano (catalanoj@naperville.il.us)
2022-05-20 - 8:31:31 PM GMT
-  Document e-signed by Joe Catalano (catalanoj@naperville.il.us)
Signature Date: 2022-05-20 - 8:31:46 PM GMT - Time Source: server
-  Document emailed to RLM (mayerr@naperville.il.us) for signature
2022-05-20 - 8:31:51 PM GMT
-  Email viewed by RLM (mayerr@naperville.il.us)
2022-05-23 - 7:51:07 PM GMT
-  Document e-signed by RLM (mayerr@naperville.il.us)
Signature Date: 2022-05-23 - 8:00:25 PM GMT - Time Source: server
-  Document emailed to Doug Krieger (kriegerd@naperville.il.us) for signature
2022-05-23 - 8:00:30 PM GMT
-  Email viewed by Doug Krieger (kriegerd@naperville.il.us)
2022-05-23 - 8:00:35 PM GMT
-  Document e-signed by Doug Krieger (kriegerd@naperville.il.us)
Signature Date: 2022-05-23 - 8:27:21 PM GMT - Time Source: server

✔ Agreement completed.

2022-05-23 - 8:27:21 PM GMT