



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R18-152
DATE OF PASSAGE June 26, 2018

A Resolution requesting approval to accept the proposal from Tetra Tech to conduct Continuity of Operations Planning and Continuity of Operations Plans for the Cities of Aurora and Naperville for \$256,397.74.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City of Aurora Emergency Management and the City of Naperville Emergency Management Collaboratively agreed to apply for and was awarded the Preparing Communities for Complex Coordinated Terrorist Attacks Grant.

WHEREAS, the Aurora – Naperville project work plan includes Continuity of Operations Planning and Continuity of Government planning, training and exercises.

WHEREAS, the combined Request For Proposal Scoring Team selected Tetra Tech as the best company to conduct Continuity of Operations Planning and Continuity of Operations planning for the Cites of Aurora and Naperville.)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: To award the contract to Tetra Tech for their proposal to conduct Continuity of Operations Training and Continuity of Government Training for the Cites of Aurora and Naperville.

RESOLUTION NO. R18-152
DATE OF PASSAGE June 26, 2018

PASSED AND APPROVED ON June 26, 2018

AYES 11 NAYS 0 NOT VOTING 0 ABSENT 1

Kristina Bohman
Alderman Bohman, Ward 1

[Signature]
Alderman Mesiacos, Ward 3

[Signature]
Alderman Franco, Ward 5

[Signature]
Alderman Hart-Burns, Ward 7

[Signature]
Alderman Bugg, Ward 9

Alderman Jenkins, At Large

[Signature]
Alderman Garza, Ward 2

[Signature]
Alderman Donnell, Ward 4

[Signature]
Alderman Saville, Ward 6

[Signature]
Alderman Mervine, Ward 8

[Signature]
Alderman Lofchie, Ward 10

[Signature]
Alderman O'Connor, At Large

ATTEST:
[Signature]
City Clerk

[Signature]
Mayor

18-0473

R E C O M M E N D A T I O N

TO: THE COMMITTEE OF THE WHOLE

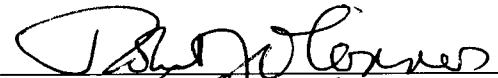
FROM: THE FINANCE COMMITTEE

The Finance Committee at the regular scheduled meeting on **Tuesday, June 12, 2018**

Recommended **APPROVAL** of A Resolution requesting approval to accept the proposal from Tetra Tech to conduct Continuity of Operations Planning and Continuity of Operations Plans for the Cities of Aurora and Naperville for \$256,397.74.

The Vote 3-0

Submitted By


Alderman Robert O'Connor, Chairman


Alderman Ted Mesiacos


Alderman Edward Bugg

Alderman Rick Mervine, alternate

Dated this 12th day of June, 2018

CITY OF AURORA, ILLINOIS
Request for Proposal 18-21

CONTRACT

THIS AGREEMENT, entered on this 26th day of June, 2018 (“Effective Date”), for the **Continuity of Operations Plans and Continuity of Government Plans Development for the Cities of Aurora and Naperville Illinois** is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Tetra Tech, Inc. (“Contractor”), located at 1 South Wacker Drive, 37th Floor, Chicago, IL 60606.

WHEREAS, the City issued an Request for Proposal (“RFP”) on March 5, 2018 for **Continuity of Operations Plans and Continuity of Government Plans Development for the Cities of Aurora and Naperville Illinois**, and

WHEREAS, the Contractor submitted a Proposal in response to the Request for Proposal and represents that it is ready, willing and able to perform the Services specified in the RFP and herein as well as any additional services agreed to and described in the Specifications; and

WHEREAS, on June 26, 2018, the City awarded a contract to Tetra Tech, Inc. (R18-152)

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Contract Agreement Documents. The Agreement shall be deemed to include this document, Contractor’s response to the RFP, to the extent it is consistent with the terms of the Specifications, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

RFP 18-21 CONTINUITY OF OPERATIONS PLANS AND CONTINUITY OF GOVERNMENT PLANS DEVELOPMENT FOR THE CITIES OF AURORA AND NAPERVILLE ILLINOIS

In connection with the Proposal and this Agreement, Contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the Proposal and this Agreement is truthful and correct. Contractor shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services. Contractor shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. Term. The contract shall begin Awarded vendor must have the ability to begin project within 90 days after award and complete the project no later than December 31, 2019 unless terminated in accordance with the terms contained herein.

4. Compensation.

a. Maximum Price. In accordance with the Contractor's Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the Proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. Schedule of Payment. The City shall pay the Contractor for the Services in accordance with the amounts set forth in Exhibit 2. The Contractor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice, where applicable.

5. Performance of Services.

Standard of Performance. Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriately licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

Notwithstanding the foregoing, Contractor shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Contractor the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Contractor's performance of Services as set forth in this Agreement.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days' notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up to the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

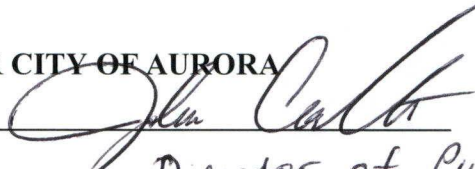
b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By:


Director of Purchasing

ATTEST:


City Clerk

FOR _____

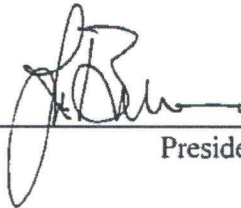
By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Tetra Tech, Inc.



By  Jack Brunner
President - Contractor

ATTEST: 
Carole Ramsden
Secretary

(If a Co-Partnership)

Partners doing Business

under the firm Contractor

(If an Individual) _____ (SEAL)

Contractor