



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R22-375
DATE OF PASSAGE December 13, 2022

A Resolution authorizing a contract with Crawford Murphy & Tilly, Inc. for resident inspection and engineering services.

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, there is a need for resident inspection and engineering services within the City; and

WHEREAS, Crawford Murphy & Tilly, Inc. of 550 North Commons Drive, Suite 116, Aurora, Illinois 60504 was selected as the most qualified out of six (6) engineering firms submitting Statements of Qualifications; and

WHEREAS, the City's annual budget provides funds for these services in account 101-4040-431.32-09.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: that the Director of Purchasing is hereby authorized to enter into a contract with Crawford Murphy & Tilly, Inc. for a period of three (3) years for Resident Inspection and Engineering Services, the contract fee for each year being established by the approved City budget for that year.

RESOLUTION NO. R22-375

LEGISTAR NO. 22-0959

PASSED AND APPROVED ON December 13, 2022

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0

ALDERMAN	Vote
Alderman Llamas, Ward 1	yes
Alderwoman Garza, Ward 2	yes
Alderman Mesiacos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yes
Alderman Saville, Ward 6	yes
Alderwoman Hart-Burns, Ward 7	yes
Alderwoman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yes
Alderwoman Baid, Ward 10	yes
Alderman Woerman, At Large	yes
Alderman Jenkins, At Large	yes

ATTEST:

Genie Stallings
City Clerk

Richard C. Li
Mayor



November 10, 2022

Mr. Souts Thavong, P.E.
Professional Engineer
Public Works / Engineering Division
City of Aurora
77 South Broadway Avenue
Aurora, IL 60507

Dear Mr. Thavong:

Re: Construction Inspection, Plan Review, and Engineering Services
RFQ No. 22-82
2023-2025 Agreement

Thank you for the opportunity to continue performing subdivision inspection and engineering services for the city of Aurora. In addition to construction inspection services, CMT has a full engineering staff to assist the city as needed. CMT has been providing services for over 50 years to the city, beginning in the 1970's, and looks forward to continuing the relationship.

We are happy to present you with the attached three-year agreement through December 31, 2025, for continued construction inspection, plan review and engineering services.

If you have any questions or need any additional information, please contact me. We look forward to continuing our excellent professional relationship.

Sincerely,

CRAWFORD, MURPHY & TILLY

A handwritten signature in blue ink that reads "Chris Dagiantis".

Chris P. Dagiantis, P.E.

Attachments: 2023 Agreement

**AGREEMENT
FOR
RESIDENT INSPECTION and ENGINEERING SERVICES**

CITY OF AURORA, ILLINOIS

THIS AGREEMENT, by and between the city of Aurora, Illinois (hereinafter "CITY") and Crawford, Murphy & Tilly, Inc. (hereinafter "ENGINEER"), is an AGREEMENT to provide Resident Inspection and Engineering Services for the construction of public improvements in the city of Aurora (hereinafter PROJECT).

NOW, THEREFORE, the CITY and the ENGINEER in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1 – SERVICES OF THE ENGINEER

- 1.1 ENGINEER will furnish Resident Inspectors (hereinafter "R.I.") for the construction of public improvements in the city of Aurora. During this period, the R.I. will report directly to the City Engineer or his authorized representative and serve at his (or their) direction.
- 1.2 ENGINEER will furnish inspectors as workload demands as determined by CITY. It is anticipated that the workload will be greatest during the construction season as dictated by weather conditions and development demands. The R.I.'s will be available on an "on call" basis as needed. ENGINEER will furnish transportation and cellular phones for each R.I.
- 1.3 ENGINEER will coordinate with CITY's designated licensed plumber for all water main and service connections. ENGINEER will locate service connections using GPS equipment.
- 1.4 ENGINEER, upon request, will furnish qualified technical staff to assist CITY in review of subdivision and development plans presented by Developers for approval, as well as other engineering service needs as required. ENGINEER will not communicate directly with any Developer regarding said plans or development at any time, rather all such communication shall go through CITY representatives only. Engineer shall provide an estimate of cost for engineering services to CITY and shall not commence any work until written authorization from CITY is received.
- 1.5 ENGINEER, upon request, will furnish qualified technical staff to assist CITY in requested engineering or survey related tasks. Engineer shall provide an estimate of cost for engineering services to CITY and shall not commence any work until written authorization from CITY is received.

SECTION 2 – INSURANCE

- 2.1 ENGINEER shall indemnify and hold harmless CITY, its officers and employees, from suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property resulting from any negligent act, error or omission on the part of ENGINEER.
- 2.2 During the term of this AGREEMENT, ENGINEER shall provide the following types of insurance with no less than the following specified amounts.
1. Comprehensive general liability – combined single limit amount of \$1,000,000 per incident, \$2,000,000 general aggregate limit.
 2. Auto Liability – combined single limit amount of \$1,000,000 per incident on any vehicle driven by an R.I. while engaged in any activity within the scope of this AGREEMENT.
 3. Professional Liability - \$5,000,000;
 4. Worker's Compensation – Statutory Limit; the policy shall include a "Waiver of Subrogation" clause;
 5. "Umbrella Coverage" - \$5,000,000.
- 2.3 ENGINEER shall furnish to CITY satisfactory proof of coverage of the above insurance requirements by a reliable company or companies, before commencing any work. Such proof shall consist of a current certificate executed by the insurance company(s) and shall be filed with CITY. Said certificate shall name the city of Aurora as primary, non-contributory additional insured and contain a clause which requires that no change shall be made to the coverage and there shall be no cancellation or lapse of such coverage unless CITY receives written notification from the insurance company providing coverage at least thirty (30)-days in advance of said cancellation or change in coverage.
- 2.4 ENGINEER shall require their Subcontractors (if any) to obtain and maintain insurance of the same nature and amounts as required of ENGINEER.

SECTION 3 – SUCCESSORS AND ASSIGNS

- 3.1 CITY and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this AGREEMENT, in respect to all covenants of this AGREEMENT. Except as above, neither CITY nor ENGINEER 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 CITY or ENGINEER, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CITY and ENGINEER.

SECTION 4 – AGREEMENTS

- 4.1 No changes shall be made to this AGREEMENT except by the express written consent of both parties hereto.

SECTION 5 – TERM OF AGREEMENT

- 5.1 The term of this AGREEMENT will commence when approved by the CITY board and continue to December 31, 2025. The CITY and ENGINEER reserve the right to terminate this AGREEMENT at any time for any reason after fifteen (15) days written notice.

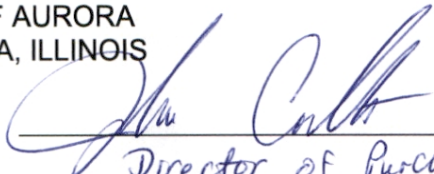
SECTION 6 – PAYMENT

- 6.1 For the services outlined in Section 1 above, ENGINEER will furnish the necessary personnel as requested at the hourly rates shown on Exhibit A. The multiplier shall be equal to 2.99. This multiplier shall be full compensation and shall include related expenses for transportation, cellular telephone, insurance, profit and overhead. The RATE for each related position to provide service as outlined in Section 1 is established by Exhibit A and may be revised annually beginning January 1, 2024 based upon the increase in the ENR Construction Cost Index (Chicago area) from November to November. All time spent on CITY projects under this Agreement shall be straight time. No overtime will be allowed.
- 6.2 Payment for engineering services shall be made monthly upon presentation of ENGINEER'S detailed invoice. All monies not paid ENGINEER within 60 days of when due hereunder shall bear interest at the rate of 12% per annum.

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT on the 22nd day of December, 2022.

CITY:
CITY OF AURORA
AURORA, ILLINOIS

BY:


Director of Purchasing

ENGINEER:
CRAWFORD, MURPHY & TILLY, INC.

BY:


Water Resources Group Manager

**EXHIBIT A
CITY OF AURORA
RESIDENT INSPECTION AND ENGINEERING SERVICES**

CLASS NO.	CLASSIFICATION	2022 AVG DIRECT LABOR RATE	ESTIMATE 2023 AVG DIRECT LABOR RATE (2022 Rate x 7.0%)	BILLING RATE Dir Labor x 2.99 Multiplier)
10	Principal (IDOT Cap is \$78)	78.00	78.00	233.22
20	Project Engineer II	72.91	78.01	233.26
30	Project Engineer I (Traffic Engineer)	64.41	68.92	206.07
36	Project Structural Engineer I	58.44	62.53	186.97
40	Sr. Engineer I	43.10	46.12	137.89
42	Technical Manager II	62.31	66.67	199.35
44	GIS Specialist	38.31	40.99	122.57
47	Sr. Structural Engineer I	46.85	50.13	149.89
50	Engineer I	33.64	35.99	107.62
56	Structural Engineer I	34.79	37.23	111.30
60	Planner I	33.92	36.29	108.52
65	Technical Manager I	31.33	33.52	100.23
70	Land Surveyor	41.86	44.79	133.92
80	Sr. Technician I	42.60	45.58	136.29
81	Sr. Technician II	52.04	55.68	166.49
90	Technician II	39.90	42.69	127.65
100	Technician I	27.69	29.63	88.59
110	Administrative/Accounting Assistant	26.25	28.09	83.98

Computation of Billing Rate Multiplier:

Direct labor factor	1.0000
Audited overhead rate	1.7226
Subtotal	2.7226
Profit factor	1.10
Total	2.99

Overhead and rate calculation is based on AASHTO guidelines for all US DOT's nationwide.