



September 24, 2019

Mr. Mark Phipps, P.E.  
Drainage and Underground Coordinator  
City of Aurora  
44 E Downer Place  
Aurora, IL 60507

Dear Mr. Phipps:

Re: Resident Inspection and Engineering Services  
2020 Agreement

Thank you for the opportunity to continue performing subdivision inspection and engineering services for the city of Aurora.

CMT has been performing subdivision inspection for the city of Aurora for over 20 years. During that time, CMT has inspected approximately 1,900 new developments throughout the city. In addition to subdivision inspections, CMT has provided various water system engineering services for over 40 years, beginning in the 1970's.

We are happy to present you with the attached three-year agreement thru December 21, 2022 for continued Resident Inspection and Engineering Assistance.

If you have any questions or need any additional information, please contact me. We look forward to continuing our excellent professional relationship that has developed over the past 20 years.

Sincerely,

**CRAWFORD, MURPHY & TILLY**

A handwritten signature in blue ink, appearing to read "C. P. Dagiantis", is written over the company name.

Chris P. Dagiantis, P.E.

Attachments: 2020 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 (currently will be Fox Metro's 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 save 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, 2022. 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 2.95. 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, 2021 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY:**  
CITY OF AURORA  
AURORA, ILLINOIS

BY: \_\_\_\_\_

**ENGINEER:**  
CRAWFORD, MURPHY & TILLY, INC.

BY:  \_\_\_\_\_  
Water Resources Group Manager

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

CLASS NO.	CLASSIFICATION	2019 AVG DIRECT LABOR RATE	ESTIMATE 2019/2020 AVG DIRECT LABOR RATE (2019 Rate x 3.25%)	BILLING RATE Dir Labor x 2.95 Multiplier)
10	Principal (IDOT Cap is \$75)	75.00	75.00	221.25
20	Project Engineer II	63.18	65.23	192.44
30	Project Engineer I	53.68	55.42	163.50
36	Project Structural Engineer I	48.46	50.03	147.60
40	Sr. Engineer I	38.06	39.30	115.93
42	Technical Manager II	46.91	48.43	142.88
44	GIS Specialist	31.15	32.16	94.88
47	Sr. Structural Engineer I	38.83	40.09	118.27
50	Engineer I	30.26	31.24	92.17
56	Structural Engineer I	30.00	30.98	91.38
60	Planner I	45.10	46.57	137.37
62	Environmental Specialist I	30.29	31.27	92.26
65	Technical Manager I	26.60	27.46	81.02
70	Land Surveyor	38.84	40.10	118.30
80	Sr. Technician I	37.92	39.15	115.50
81	Sr. Technician II	45.58	47.06	138.83
90	Technician II	29.41	30.37	89.58
100	Technician I	23.08	23.83	70.30
110	Administrative/Accounting Assistant	21.46	22.16	65.36

**Computation of Billing Rate Multiplier:**

Direct labor factor	1.0000
Audited overhead rate	1.683
Subtotal	2.6830
Profit factor	1.10
Total	2.95

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