



Exhibit A

STRAND
ASSOCIATES®
Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843

August 23, 2021

City of Aurora
44 East Downer Place
Aurora, IL 60507

Attention: Mr. L. Eric Schoeny, P.E., Superintendent of Water and Sewer Maintenance

Re: Agreement for General Services
Financial Capability Assessment

This is an Agreement between the City of Aurora, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Financial Capability Assessment (FCA) project. This Agreement shall be in accordance with the following elements.

Scope of Services

Prepare an update to OWNER's FCA section of OWNER's Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP). This update will consider new economic obligations of OWNER, including the expenditure by OWNER of replacing lead and copper water services to their customers, and will be used by OWNER to assist their request to Illinois Environmental Protection Agency (IEPA) for additional time to implement their LTCP.

Task 1–Kickoff Meeting with OWNER

Participate in one virtual kickoff meeting with OWNER to review the goals, schedule, scope, and limits of the project.

Task 2–Information Request

Prepare a request for information to be submitted to OWNER to collect information that will be used to prepare the FCA update.

1. ENGINEER anticipates one request for information, in accordance with items to be reviewed in Task 4. If items are added to the information review, additional data may be requested from OWNER following the initial request for information, as appropriate.
2. ENGINEER is not responsible for the quality nor accuracy of data provided by or through OWNER, where ENGINEER's services rely upon such data.

Task 3–Update costs in Existing LTCP

Review the existing LTCP and remove project elements that have been completed, such as the early action projects. Opinions of costs for the remaining planned projects will be updated to current dollars using the Engineering News Record Construction Cost Index.

Task 4–Information Review

1. Review information provided by OWNER and compile readily available socioeconomic information to assist OWNER's request to the IEPA for a LTCP Implementation schedule extension.

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2. Provide itemized list of data, including the following:
 - a. OWNER's Customer Data: OWNER shall provide customer data, including customer counts by customer class and city versus out-of-city customers. Review customer data to evaluate trends in customer growth or decline since 2010.
 - b. Billing Volumes: OWNER shall provide historical billing rates and billing volumes for 2010 to present. Review the impact of rate increases on billing volumes.
 - c. Local economic situation: Compile median household income (MHI) data for the service area from the United States Census Bureau. OWNER shall assist ENGINEER in defining the customer base and customer data by census block and/or tract, as appropriate. Review the percentage of customers whose billings are at or above 2 percent MHI, the MHI for the lowest quintile of the customer base, and the overall burden to the average customer. Summarize those customers, as a percent of the population, who meet the federal definition of poverty.
 - d. Trends in delinquent bills per month and impacts of past rate increases: OWNER shall provide monthly data on delinquent bills for 2010 to the present. Review the unbalanced economic impact of CSO control across the city and review if a longer LTCP implementation period could avoid impacting any one neighborhood or area.
 - e. Trends in local employment or unemployment: Compile data to review the trends in job growth and unemployment to assess the health of the local economy.
 - f. City financial information: OWNER shall provide financial information including bond rating, net debt, property value from tax records, property tax levied, and property tax collection rate. Summarize this data for the FCA update.
 - g. Existing and planned debt burden for OWNER's utility: OWNER shall provide the existing planned debts.
 - h. Up-to-date project information: OWNER shall provide a list of projects, project schedules, and project budgets for ENGINEER to review the financial impacts of the existing and planned projects.
 - i. Trends in operational costs: OWNER shall provide budget information including operating costs for 2010 to the present. Review current operational costs and the operation and maintenance costs post-implementation.
 - j. Stormwater fee information.
 - k. Sewer and water usage by customer class.
 - l. Percentage of customers that own their home versus rent.
 - m. Rate studies.
 - n. Revenue models, if available.
 - o. Data and trends on late water/sewer/stormwater payments, service disconnects, uncollectable accounts, and revenue collection rates.
 - p. Impact to water rates due to lead service replacements.
 - q. The impact of COVID-19 pandemic on revenue and revenue collection. The impact on revenues if the casino was temporarily closed. Grants issued which should not be considered for future years.
3. Summarize the information review for OWNER review. Include preliminary justification for the request to extend the LTCP Implementation schedule for OWNER input.

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Task 5—Review Preliminary Results and Strategies

Meet with OWNER at OWNER's office to review the results of Tasks 1 through 4. OWNER shall provide input on the overall strategy and provide other factors that support a schedule extension. OWNER may include their environmental legal team in this meeting.

Task 6—Update FCA for Three Scenarios

Evaluate the impact to the FCA update for up to three LTCP extension scenarios. Scenarios will evaluate an extension of the LTCP by five years, seven years, and ten years, unless schedules are modified by ENGINEER and OWNER based on the results of Task 4. Compare the relative costs and benefits of three scenarios and the original implementation schedule. Summarize findings of this task in the draft report.

Task 7—Review Findings with OWNER

Participate in one meeting with OWNER at OWNER's office to review the results of Tasks 1 through 6. ENGINEER will prepare a draft presentation for a meeting with IEPA for OWNER input. OWNER may include their environmental legal team in this meeting.

Task 8—Meet with IEPA

Participate in one meeting with OWNER and IEPA at IEPA offices in Springfield, Illinois, to review the FCA update submittal. Assist OWNER in presenting the findings of the FCA update and justification for a LTCP extension to IEPA.

Task 9—Finalize Report

Incorporate feedback from IEPA as identified in Task 8, as appropriate, and prepare a final report for submission. Follow-up responses to IEPA comments after the final report has been submitted are not included in this Scope of Services.

Task 10—Presentation to City Council

Participate in one meeting with the City Council to assist OWNER in providing a summary of the FCA update and request a schedule extension be submitted to IEPA.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
4. Revising Reports and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

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Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$62,000 allocated as shown below.

Phase	Amount
Phase 1—Tasks 1-4	\$25,000
Phase 2—Tasks 5-7	\$25,000
Phase 3—Tasks 8-10	\$12,000
Total	\$62,000

Written authorization from OWNER shall be provided prior to initiating subsequent phases. Delay in authorization from OWNER may impact the schedule. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent with itemized documentation shown upon request by OWNER.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of August 23, 2021. Services are scheduled for completion on January 31, 2022.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

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3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services on behalf of OWNER as may be required for the development of this project.
7. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments in accordance with the terms of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.* [the Act]). Interest on any untimely payments may be assessed in accordance with the terms of the Act.

Nonpayment in accordance with the terms of the Act, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

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Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Governing Law and Venue

This Agreement shall be governed by the law of the State of Illinois, and venue for any legal disputes arising hereunder shall be proper only in the Circuit Court of Kane County, Illinois.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

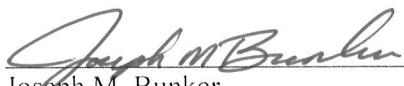
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF AURORA


Joseph M. Bunker
Corporate Secretary

8/23/2021
Date

Jolene Coulter
Director of Purchasing

Date