



**PROFESSIONAL SERVICE AGREEMENT**

MADE 8/26/2021

BETWEEN

**CITY OF PITTSBURGH**, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY",

AND

**MAHER DUESSEL**, a professional corporation of the Commonwealth of Pennsylvania, with a business address of 503 Martindale St., Suite 600, Pittsburgh, PA 15212, hereinafter called "CONSULTANT".

***WITNESSETH:***

**WHEREAS**, CITY requires professional accounting services to assist in the administration of CITY'S American Rescue Plan Act ("ARPA") funding; and

**WHEREAS**, CONSULTANT is possessed of professional experience and expert skill and is qualified to perform the required services; and

**WHEREAS**, CITY desires to engage CONSULTANT upon the terms and conditions hereinafter set forth, and CONSULTANT is willing to accept such engagement upon such terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** CITY hereby engages CONSULTANT as an independent contractor to provide professional accounting services to assist in the administration of CITY'S ARPA funding (the "Services"), as further set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference (the "Scope of Work"), and CONSULTANT hereby agrees to perform said Services upon the terms and conditions set forth in this Agreement and its exhibits. In performing the Services, CONSULTANT shall prepare and provide to CITY written documentation and responses when appropriate or when requested by CITY, including, without limitation, that CONSULTANT shall provide CITY with a written response and applicable written documentation each time CONSULTANT responds to a request from CITY for justification about the eligibility of a program under ARPA.

2. **COMPENSATION.** As full compensation for the performance of said professional services, CITY shall pay CONSULTANT and CONSULTANT shall accept an hourly fee based on the rates set forth in the Scope of Services. The total fee to be paid under this Agreement, including reimbursement of out-of-pocket expenses and reimbursement for legal fees, shall not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00).

3. **METHOD OF PAYMENT.** CONSULTANT shall submit monthly invoices to CITY and shall bill based on hours worked at the rates set forth in the Scope of Work. Upon receipt and approval by CITY of a certified invoice, CITY shall endeavor to pay undisputed invoices with thirty (30) calendar days.

4. **ANNUAL APPROPRIATION.** All fees set forth in Sections 2 and 3 are subject to and conditioned upon the annual appropriation by City Council of sufficient funds for the purpose of this Agreement.

5. **EXCESS PAYMENT.** If an audit or other investigation discloses that CITY made payments in excess of the amount that it owed to CONSULTANT, CONSULTANT shall repay such amount back to CITY. Under no circumstances shall an overpayment associated with a previous invoice constitute an acceptance of overcharges.

6. **PAYMENT OF TAXES AND SET-OFF.** CONSULTANT warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by CONSULTANT are current and not delinquent. If CITY determines that there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of this contract or prior to final payment by CITY, CONSULTANT hereby grants CITY the right to set-off that indebtedness against any amounts owing to CONSULTANT under the terms of this contract. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the effective date of this Agreement and shall last until December 31, 2026.

8. **INTERRUPTION, POSTPONEMENT, ABANDONMENT.** In the event that the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which CITY considers to be in its best interests, CONSULTANT shall not be entitled to any further payment for such work or portion thereof beyond and in excess of the amount due at that time; and final payment shall be based on the amount of the fee earned to such date.

9. **EXTRA SERVICES.** If extra services are required for satisfactory completion of the work or any phase thereof, and extra costs are thereby necessarily incurred by CONSULTANT, CONSULTANT may be reimbursed only upon approval of the Director of the Office of Management and Budget and pursuant to proper legislative action by CITY. No "change orders" or other purchase order form will be sufficient for increases in fees. CITY shall not reimburse CONSULTANT for any extra services occasioned by interruption, postponement, or abandonment of the work because of circumstances that CITY deems to be to its best

interests. In such cases, CITY shall pay only the cost of services rendered up to the time of such interruption, postponement, or abandonment.

10. **MONITORING AND EVALUATION.** All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. CONSULTANT shall supply CITY with written reports on program activity, in a form approved by CITY, as CITY may, from time to time, require. CONSULTANT shall provide CITY with such additional information and data as may be periodically required by federal or state authorities, or by CITY itself. Authorized representatives of CITY shall have access to the books and records maintained by CONSULTANT with respect to any services or materials provided to CITY pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, memoranda, checks, correspondence or other relevant documents. All such books and records shall be preserved by CONSULTANT for a period of three (3) years after the termination of this Agreement. The CITY retains the right, either directly or through a designee, to conduct financial and performance audits of the billing and services provided by CONSULTANT during the term of this Agreement and through the end of the monitoring and evaluation period set forth in this Section.

11. **RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE**

a. Definition. The term "data", as used in this Agreement, includes information, data, materials, works, expressions, written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations.

b. Rights in data. All data developed pursuant to this Agreement ("CITY Data") shall belong solely and exclusively to CITY, and CITY shall have the full right to use such data for any official purpose and in whatever manner is deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

c. Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright by CONSULTANT in the United States of America or in any other country. CONSULTANT hereby relinquishes, or shall cause to be relinquished, any and all copyrights and/or privileges to data developed or prepared under this Agreement without any additional payment to CONSULTANT therefor. CONSULTANT agrees at the request of the CITY to include a copyright notice indicating the date of publication and identifying CITY as the copyright owner on any materials produced under this Agreement. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the prior written approval of the City Solicitor and provides the City Solicitor with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

12. **NO AGENCY RELATIONSHIP/INDEPENDENT CONTRACTOR.** No agency, partnership, joint venture, or fiduciary relationship between CITY and CONSULTANT

is involved or created with respect to this Agreement. In no event shall any agent or employee of CITY be deemed to be an agent or employee of CONSULTANT, nor shall any agent or employee of CONSULTANT be deemed to be an agent or employee of CITY. CONSULTANT shall perform the work required hereunder as an independent entity/contractor.

13. **CONFIDENTIALITY.** CONSULTANT agrees not to divulge or release any information or data developed or obtained in conjunction with any aspect of its performance under this Agreement, except to authorized CITY personnel or upon prior written approval of the City Solicitor.

14. **COMPLIANCE WITH LAWS.** CONSULTANT shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations that are or should be applicable to any work performed under this Agreement. As part of such compliance, CONSULTANT agrees to accept and comply in full with all provisions, terms and conditions set forth within the City of Pittsburgh Code, contracts, and CITY policies applicable to CONSULTANT. If CONSULTANT will be connecting to the City's network, CONSULTANT will comply with CITY'S Bring Your Own Device Policy. The CONSULTANT shall be held to agree to these provisions for itself, its successors and assigns, and any subcontractors.

15. **ANTI-DISCRIMINATION.** CONSULTANT shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job-related handicap, or sexual orientation. CONSULTANT shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. CONSULTANT shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. CONSULTANT shall incorporate in any subcontracts that may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

16. **ASSIGNMENT, SUBCONTRACTING.** CONSULTANT shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of CITY. CONSULTANT shall notify CITY in writing if it will undergo a change in ownership or control prior to such transfer.

17. **LEGAL OPINIONS.** In the event that CONSULTANT engages legal counsel on behalf of CITY, CONSULTANT shall promptly forward to CITY all legal opinions received from legal counsel as a result of such engagement.

18. **INTERPRETATION.** In the event of any dispute as to the interpretation of the terms of this Agreement, the decision of the Director of the Office of Management and Budget shall be final.

19. **ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS.** Unless otherwise noted herein, in the event of a conflict between this Agreement and the various exhibits, the order of precedence shall be:

- i. This Agreement.

ii. The Scope of Work

20. **INSURANCE.** CONSULTANT shall maintain insurance in the amount specified in this Section and shall keep CITY listed as an additional insured on such policies throughout the term of the Agreement. Attached hereto as part of **Exhibit B** and incorporated herein is a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage(s) and specifically identifying the City of Pittsburgh as an additional insured (for general liability and auto), which insurance shall be non-cancelable, except upon thirty (30) days prior written notice to CITY:

	Individual Occurrence	Aggregate
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000	\$2,000,000
Workers Compensation	Statutory limits	
Professional Liability	\$2,000,000	\$2,000,000

All premiums shall be at the expense of CONSULTANT. All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, CONSULTANT shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying the City of Pittsburgh as an additional insured, to be forwarded to the Office of Management and Budget.

To the extent that CONSULTANT is hiring any subcontractors to perform work as permitted under this Agreement, CONSULTANT must require such subcontractors to obtain and keep in force during the duration of this Agreement insurance equal to the type and amounts indicated above (unless covered under CONSULTANT'S policies).

21. **WORKER'S COMPENSATION.** CONSULTANT hereby certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

22. **FORCE MAJEURE.** In the event that either party is unable to perform any of its obligations under this Agreement due to accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, or acts of God (hereinafter referred to as a "Force Majeure Event"), the party whose performance has been affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of

notice of a Force Majeure Event, this Agreement and any affected Scope of Work, Exhibit, or amendment shall be modified or amended by the parties to reflect any mutually agreed upon changes to project schedules or due dates. If a delay in delivery of the Services due to a Force Majeure Event does not exceed thirty (30) calendar days, such delays in delivery shall automatically extend any delivery or Warranty Period affected for the period equal to the duration of such event. If a delay in delivery of the Services due to a Force Majeure Event exceeds thirty (30) calendar days, CITY retains the right to terminate this Agreement upon written notice to CONSULTANT, or CITY will be entitled to a pro-rated refund of amounts paid for services covering the period of lost service or use during the Force Majeure Event period.

23. **DEBARMENT.** CONSULTANT warrants that it is not prohibited from entering into this Agreement with CITY by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as **Exhibit C** and is incorporated into and made a part of this Agreement.

24. **STATEMENT OF AFFILIATIONS.** CONSULTANT herewith files a Statement of Affiliations with the CITY, attached hereto as **Exhibit D**, in compliance with Section 197.08(c) of the Pittsburgh Code.

25. **CONFLICT OF INTEREST.** CONSULTANT warrants that it has no present interest and shall not acquire an interest that would conflict with its responsibilities under this Agreement in such a way so as to violate the requirements of Chapter 197 of the City Code of the City of Pittsburgh.

26. **AUTHORIZATION TO DO BUSINESS.** CONSULTANT warrants it is lawfully organized and constituted under applicable federal, state, and local law and is in full compliance with all legal requirements of its domicile.

27. **TIME OF PERFORMANCE.** CONSULTANT shall commence performance upon execution of this contract. Time is of the essence for all deadlines established herein.

28. **GOVERNING LAW.** This Agreement shall, in all respects, be governed by the laws of the Commonwealth of Pennsylvania. In the event of a dispute arising under this Agreement, the Parties hereby submit to exclusive jurisdiction in the federal or state courts located in Allegheny County, Pennsylvania, and agree that venue is proper and convenient in such forum.

29. **INDEMNITY.** CONSULTANT hereby agrees to indemnify, save and hold harmless, and defend CITY, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by CONSULTANT of any services under this Agreement; any act, error or omission of CONSULTANT or of an agent, employee, licensee, contractor or subcontractor of CONSULTANT; and any breach by CONSULTANT of any of the terms, conditions or provisions of this Agreement. Notwithstanding the foregoing, CITY is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.

30. **AMENDMENT.** This Agreement, including its Exhibits, contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties.

31. **TERMINATION.**

A. CITY may terminate this Agreement at any time, without cause or liability, by giving CONSULTANT thirty (30) days advance written notice of its intention to terminate. Upon such termination, CONSULTANT shall (i) promptly deliver to CITY all deliverables under this Agreement for which CITY has paid and all CITY materials in CONSULTANT'S possession; (ii) provide reasonable cooperation and assistance to CITY upon CITY'S request in transitioning the services provided hereunder to a different service provider; (iii) on a pro rata basis, repay all fees and expenses paid by CITY in advance for any services not performed or deliverables not provided; and (iv) return to CITY any tangible materials containing confidential information of CITY and permanently delete any CITY confidential information from its systems. In no event shall CITY be responsible for any CONSULTANT personnel termination costs arising from the termination of this Agreement.

B. CONSULTANT will have no recourse or remedy from any termination of this Agreement except to receive monies due for the services performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge, or entitlement it may have, or will have, against CITY and its officials or employees. Any payment to CONSULTANT is conditioned upon delivery of all paper and electronic copies of documents, charts, sketches, studies, drawings, or other deliverables related to the services, whether finished or not, to the Office of Management and Budget within ten (10) business days of termination.

C. If CONSULTANT fails to comply with any term, condition, or obligation of this Agreement, then CONSULTANT will be in default. CITY may provide written notice to CONSULTANT as to a finding of default, and CONSULTANT will take all necessary actions to cure said default within fifteen (15) days or as designated in the notice of default. If the default has not been corrected to the satisfaction of CITY in that time, CONSULTANT has committed a material breach, and CITY may immediately terminate this Agreement.

D. CONSULTANT understands and agrees that any termination of this Agreement will not release CONSULTANT from any obligation accruing prior to the effective date of termination.

32. **HOME RULE CHARTER: LIABILITY OF CITY.** CONSULTANT agrees that no terms herein, or hereinafter included via a separate document, purchase order or other additional agreement, may lead to contingent liability for the CITY, including but not limited to, late fees, penalties and / or interest for overdue payments. In no event shall CITY be liable to CONSULTANT for special, indirect, incidental, reliance, lost profits or other business interest damages. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of CITY hereunder is limited to the sum of Two Hundred Thousand and No/100

Dollars (\$200,000.00), appropriated for the same, chargeable to and payable from the following account:

0222905500.53901.00 (Item No. 22222-30)

33. **AUTHORIZING RESOLUTION.** This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 444 of 2021, effective July 12, 2021.

34. **WOMEN/MINORITY PARTICIPATION.** CONSULTANT agrees to assist CITY'S efforts to encourage the participation of minorities and women in CITY contracts by making a good-faith effort to utilize women and minorities in performing the work required by this Agreement. The final payment under this Agreement will not be made until CONSULTANT submits a report to CITY detailing the following information:

- (a) The dollar amount of the contract paid to Minority Business Enterprises (MBEs) along with the names, addresses and telephone numbers of said MBEs;
- (b) The dollar amount of the contract paid to Women's Business Enterprises (WBEs) along with the names, addresses and telephone numbers of said WBEs; and
- (c) An explanation of any failure to achieve the goals for MBE and WBE participation which had been represented to CITY prior to the award of the contract.

35. **NOTICES.** Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, and addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it will have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving of notice:

**For CITY of Pittsburgh:**

City of Pittsburgh  
Office of Management and Budget  
ATTN: Director  
414 Grant Street  
Pittsburgh PA 15219

**For CONSULTANT:**

Maher Duessel  
503 Martindale Street, Suite 600  
Pittsburgh, PA 15212



36. **CONSTRUCTION.** This Agreement shall be construed as if CONSULTANT and CITY prepared its language jointly, and no ambiguity or uncertainty that may be found herein shall be construed against either CONSULTANT or CITY based on the contention that either CONSULTANT or CITY drafted or proposed the language in question.

37. **SURVIVAL.** At the time that the obligations of each of the parties have otherwise concluded, it is understood and agreed that the provisions of this Agreement that relate to ownership of data, confidential and proprietary information, compliance with laws, indemnification, and insurance will continue in full force and effect.

38. **SEVERABILITY.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement, and all other provisions will remain in full force and effect.

39. **THIRD PARTY BENEFICIARIES.** CITY and CONSULTANT agree that there are no third-party beneficiaries under this Agreement.

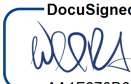
40. **NO WAIVER OF BREACH.** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or a modification of this Agreement.

41. **SUCCESSION.** This Agreement will be binding on the legal successors or representatives of CONSULTANT and CITY.

*[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]*

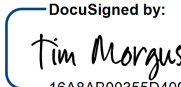
**IN WITNESS, WHEREOF**, the parties have duly executed this Agreement on the day and year first above written.

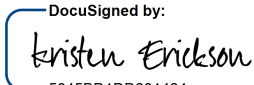
**CITY OF PITTSBURGH**

DocuSigned by:  
  
By: AA1F070B04C14EA...  
Mayor

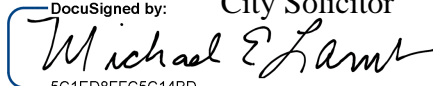
DocuSigned by:  
  
By: 96B24FA070684E6...  
Director of the Office of Management and Budget

**CONSULTANT**

DocuSigned by:  
  
By: 16A8AD00355D400  
Name: Tim Morgus  
Title: vice President

DocuSigned by:  
  
**EXAMINED BY:** 5845BD1DD281424...  
Assistant City Solicitor

DocuSigned by:  
  
**APPROVED AS TO FORM:** 03B535D6E49B4C8...  
City Solicitor

DocuSigned by:  
  
**COUNTERSIGNED:** 5C1ED8EEFC5C14BD  
City Controller

**EXHIBIT A: SCOPE OF WORK**

# MaherDuessel

June 8, 2021

Mr. Kevin Pawlos  
Director, Office of Management & Budget  
City of Pittsburgh  
414 Grant St - Room 526  
Pittsburgh, PA 15219

Dear Mr. Pawlos:

Thank you for the opportunity to provide services to City of Pittsburgh (City).

**Overview.** The City desires assistance in administration of its American Rescue Plan Act (ARPA) funding. Outlined below is our understanding of the engagement and the nature of the services we will provide to the City:

1. Provide guidance on current and future funding and related requirements.
2. Assist with preparing the budget for ARPA funding.
3. Assist in identifying departments and agencies to administer direct programs.
4. Assist in monitoring the use of program funds.
5. Review invoices from outside stakeholders and vendors and provide guidance on validity and eligibility for the City to determine appropriateness.
6. Other ARPA matters as directed by the City.

In order to maintain independence in relation to the City, Maher Duessel will not perform management functions or make management decisions. The functions and decisions rest with management of the City. The services provided by Maher Duessel will not embrace any functions which, in Maher Duessel's judgment would impair our independence as outlined in AICPA Professional Standards, including, but not limited to, Code of Professional Conduct, Interpretation 101-3 under Rule of Conduct 101: Performance of Other Services as outlined within the applicable sections of Government Auditing Standards applicable to the engagement period. Accordingly, as part of this engagement, the City represents that:

- Management is responsible for the substantive outcomes of the work therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of this service.
- Management has designated a management-level individual to be responsible and accountable for overseeing this service.
- Management will establish and monitor the performance of this service to ensure that it meets management's objectives.
- Management will evaluate the adequacy of the services performed and any findings that result.

City of Pittsburgh

June 8, 2021

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- Management acknowledges responsibility for the design and internal control over the City's financial information.
- No services to be rendered are intended to be, or are to be construed as, Maher Duessel "operating or supervising" the operation of the City's financial systems.
- Periodically, and as requested, the City will provide Maher Duessel with representations that it has completed the above tasks required of management.

Because of the limitations of our services, there is a risk that material errors, irregularities, non-compliance or illegal acts, including fraud or defalcation, may exist and may not be detected by us.

In the course of our engagement, we will need to rely and consult with legal counsel. We will engage legal counsel to provide support and legal determinations. We will be reimbursed for any out-of-pocket expenses related to their retention.

Our services will be billed at hourly rates set forth below:

	<u>Rate</u>
Partner	\$ 260
Manager/Consultant	185
Senior Accountant	135
Staff Accountant	110
Administrative	75
I/T Professional	175

Out-of-pocket expenses associated with these services will be reimbursed. Billing will be done on a monthly basis and will not exceed \$200,000. In the event we reach the \$200,000 limit we will discuss with the City an extension of the amount.

Professional standards require Maher Duessel to establish policies and procedures designed to provide it with reasonable assurance that it deals appropriately with complaints and allegations. It is Maher Duessel's policy that any complaints or allegations should be reported to the managing partner (Elizabeth E. Krisher) or engagement partner identified within this letter.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional

City of Pittsburgh

June 8, 2021

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disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the this copy and return it to us.

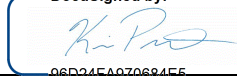
Sincerely,

Maher Duessel



BY: \_\_\_\_\_  
Timothy J. Morgus – Vice President

The arrangements described above are accepted by the City.

DocuSigned by:  
  
BY: \_\_\_\_\_  
Signature  
Kevin Pawlos  
\_\_\_\_\_  
Name of authorized signer

Director, Office of Management & Budget  
\_\_\_\_\_  
Title  
8/6/2021  
\_\_\_\_\_  
Date

**EXHIBIT B: INSURANCE CERTIFICATES**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2021

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Henderson Brothers Inc</b> <b>920 Ft. Duquesne Blvd.</b> <b>Pittsburgh, PA 15222</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (412) 261-1842</b> <b>FAX (A/C, No): (412) 261-4149</b> <b>E-MAIL ADDRESS: mailroom@hendersonbrothers.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : Selective Insurance Company Payable</b>	<b>12572</b>
<b>INSURER B : Travelers Indemnity Co.</b>	<b>25658</b>
<b>INSURER C : ACE Property &amp; Casualty</b>	<b>20699</b>
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**INSURED**

**Maher Duessel**  
**503 Marindale St, Ste 600**  
**Pittsburgh, PA 15212**

**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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>		<b>S 2356420</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>Included</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> \$
<b>A</b>	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>S 2356420</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			<b>S 2356420</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N / A</b>	<b>UB4R5447182142</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>C</b>	<b>Cyber Liability</b>			<b>D95474408</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>Limit</b> <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Pittsburgh is additional insured per written contract as their interest may appear.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pittsburgh  
 1st Floor, City County Bldg  
 414 Grant Street  
 Pittsburgh, PA 15219-2419

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Matthew J. Klingensmith*



**EXHIBIT C**

**CERTIFICATION OF DEBARMENT**

I, Tim Morgus, the undersigned and duly authorized representative, hereby certify that to the best of my actual knowledge, information or belief, neither Maher Duesel nor any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification as set forth in Pittsburgh Code §161.22(b).

DocuSigned by:  
  
16A8AB00355D400...  
\_\_\_\_\_  
Signature

Vice President  
\_\_\_\_\_  
Title

8/6/2021  
\_\_\_\_\_  
Date

**EXHIBIT D**  
**Statement of Affiliations**

1. Name of Contractor: \_\_\_\_\_ Maher Duessel, CPAs 503 Martindale Street, Pittsburgh, PA 15212 (412) 471-5500

Office address and phone number

2. List your qualifications and experience for performance of the contract.

Maher Duessel is a CPA licensed in the state of Pennsylvania that specializes in governmental accounting and auditing. We are providing similar ARPA assistance for Allegheny County, Butler County, Crawford County, Venango County, Clarion County, Erie County, City of Butler and others.

3. Please give a brief description of any contractual or business relationships you have had with the CITY within the past three years. Please include the dollar value of the contract of business relationship.

We have performed audit services for the City of Pittsburgh over the last three years. Our billings to the City over the past three years from July 29<sup>th</sup> are as follows:

July to December 2018 - \$13,811  
January to December 2019 - \$170,110  
January to December 2020 - \$137,003  
January to July 2021 - \$130,000

4. Please identify by name and address the contractor's principals including all owners, partners, or shareholders and officers. If the contractor is a public corporation identify by name and address the officers, members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

Elizabeth E. Krisher, CPA, Timothy Morgus, CPA, Jeffrey Kent, CPA, Brian McCall, CPA, David Duessel, CPA, Amy Lewis, CPA, Michelle Bryan, CPA, Robert Belicose, CPA all work out of the Pittsburgh office of Maher Duessel 503 Martindale Street Pittsburgh, PA 15212

Lisa Ritter, CPA and Jennifer Cruverkibi, CPA work out of the Harriburg office 1800 Linglestown Road Suite 306 Harrisburg, PA 17110

Additional pages may be attached to complete the information herein requested.



Request # WCP21-029  
(assigned by OMB)

**CITY OF PITTSBURGH**  
**REQUEST FOR WAIVER OF COMPETITIVE PROCESS**

Contract Title: Maher Duessel

Contract Description: To engage in professional consulting and related administrative services in connection with the City of Pittsburgh's American Rescue Plan Act funding.

Contract Duration: 6/1/2021 - 12/31/2026

Requesting Department: OMB Contract Type: Professional Services

Requests for exemption must be based on one or more of the categories listed in City Code 161.02B located here:

Please list all category numbers that apply (see page 2) 1

Justification:

Maher Duessel is critical in offering proper guidance for allowable uses of ARP funding.

A plan must be comprised, finalized, and then reported against as required by the US Dept. of Treasury. Maher Duessel has worked extensively with the National League of Cities on guidance interpretation. Their expertise is essential to help the City adhere to all requirements.

Signed by: *Hi Pro*  
Department Director

Date: 6/1/2021

Waiver Request is hereby:  X Granted  Denied

OMB Procurement: *Jennifer Ohjura* Date: 6/7/2021

After completion, please email this form, along with any appropriate backup to [procurement@pittsburghpa.gov](mailto:procurement@pittsburghpa.gov)

If a waiver is granted, contract authorization is then required by City Council. Department shall submit appropriate legislation and note the Resolution number on this form and submit a copy along with the contract when submitting to the Controller's Office for signature.

Resolution Number \_\_\_\_\_ Effective Date \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: 7ADD6D43B8C84A649B87DEF071047D37	Status: Sent
Subject: Please DocuSign: Professional Services Agreement_Maher Duessel (final for execution).pdf, Maher...	
Source Envelope:	
Document Pages: 19	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cody Winiesdorffer
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	414 Grant Street
	Room 502
	Pittsburgh, PA 15219
	cody.winiesdorffer@pittsburghpa.gov
	IP Address: 73.79.151.55

**Record Tracking**

Status: Original	Holder: Cody Winiesdorffer	Location: DocuSign
8/5/2021 1:00:54 PM	cody.winiesdorffer@pittsburghpa.gov	

**Signer Events**

Kevin Pawlos  
 kevin.pawlos@pittsburghpa.gov  
 Director, Office of Management & Budget  
 City of Pittsburgh  
 Security Level: Email, Account Authentication (Optional)

**Signature**

DocuSigned by:  
  
 96D24FA970684E5...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 205.141.129.33

**Timestamp**

Sent: 8/5/2021 1:25:32 PM  
 Viewed: 8/6/2021 5:23:24 AM  
 Signed: 8/6/2021 5:23:31 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Kristen Erickson  
 kristen.erickson@pittsburghpa.gov  
 City of Pittsburgh  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 5845BD1DD281424...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 205.141.129.33

Sent: 8/5/2021 1:25:32 PM  
 Viewed: 8/6/2021 6:40:14 AM  
 Signed: 8/6/2021 6:40:22 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Tim Morgus  
 tmorgus@md-cpas.com  
 Vice President  
 Maher Duessel  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 16A8AB00355D409...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 209.170.230.34

Sent: 8/5/2021 1:25:32 PM  
 Viewed: 8/6/2021 4:47:49 AM  
 Signed: 8/6/2021 4:50:06 AM

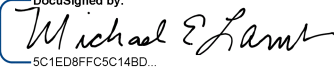
**Electronic Record and Signature Disclosure:**  
 Accepted: 8/6/2021 4:47:49 AM  
 ID: 43f743db-6ca6-4ba1-8ac0-0f67fe11ec5b

Yvonne Hilton  
 yvonne.hilton@pittsburghpa.gov  
 City Solicitor and Chief Legal Officer  
 City of Pittsburgh  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 03B535D6E49B4C8...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 205.141.129.33

Sent: 8/6/2021 6:40:24 AM  
 Viewed: 8/6/2021 7:33:01 AM  
 Signed: 8/6/2021 7:33:43 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Mike Broz mike.broz@pittsburghpa.gov Materials Supervisor City of Pittsburgh Security Level: Email, Account Authentication (Optional)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 205.141.129.33</p>	<p>Sent: 8/6/2021 7:33:45 AM Viewed: 8/11/2021 6:55:44 AM Signed: 8/26/2021 5:48:17 AM</p>
<p>Ryan Herbinko ryan.herbinko@pittsburghpa.gov City of Pittsburgh Security Level: Email, Account Authentication (Optional)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 24.131.121.242</p>	<p>Sent: 8/6/2021 7:33:45 AM Viewed: 8/9/2021 4:43:07 AM Signed: 8/9/2021 4:44:22 AM</p>
<p>William Peduto mayor@pittsburghpa.gov Mayor City of Pittsburgh Security Level: Email, Account Authentication (Optional)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>DocuSigned by:  AA1F670B64C14EA...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 205.141.129.33</p>	<p>Sent: 8/6/2021 7:33:45 AM Viewed: 8/6/2021 10:44:08 AM Signed: 8/6/2021 10:44:12 AM</p>
<p>Michael Lamb michael.lamb@pittsburghpa.gov City of Pittsburgh Signing Group: Controller's Signature Security Level: Email, Account Authentication (Optional)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>DocuSigned by:  5C1ED8FFC5C14BD...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 67.172.20.152 Signed using mobile</p>	<p>Sent: 8/26/2021 5:48:20 AM Viewed: 8/26/2021 5:55:00 AM Signed: 8/26/2021 5:55:05 AM</p>
<p>Mike Broz mike.broz@pittsburghpa.gov Materials Supervisor City of Pittsburgh Security Level: Email, Account Authentication (Optional)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		<p>Sent: 8/26/2021 5:55:08 AM Viewed: 8/26/2021 6:09:41 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Kim Osterman

kim.osterman@pittsburghpa.gov

Security Level: Email, Account Authentication  
(Optional)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent

Hashed/Encrypted

8/5/2021 1:25:32 PM

Certified Delivered

Security Checked

8/26/2021 6:09:41 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO City of Pittsburgh (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO City of Pittsburgh:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [riley.stewart@pittsburghpa.gov](mailto:riley.stewart@pittsburghpa.gov)

### **To advise Carahsoft OBO City of Pittsburgh of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [riley.stewart@pittsburghpa.gov](mailto:riley.stewart@pittsburghpa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO City of Pittsburgh**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [riley.stewart@pittsburghpa.gov](mailto:riley.stewart@pittsburghpa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO City of Pittsburgh**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [riley.stewart@pittsburghpa.gov](mailto:riley.stewart@pittsburghpa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Pittsburgh as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Pittsburgh during the course of your relationship with Carahsoft OBO City of Pittsburgh.