

EXHIBIT A

AGREEMENT FOR INTERIM MANAGEMENT SERVICES

THIS AGREEMENT FOR INTERIM MANAGEMENT SERVICES (“Agreement”) is made this ___ day of _____, 2012 by and between The Pittsburgh Water and Sewer Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania having its principal place of business at Penn-Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222 (the “Authority”), and

_____, a _____ organized and existing under the laws of _____ having its principal place of business at _____ (“_____”).

RECITALS:

A. The Authority requires interim management and consulting services including executive management services, general administration and management consulting services, and financial and infrastructure management consulting services.

B. _____ is possessed of professional experience and expert skill and is qualified to perform the required services; and

C. The Authority desires to engage _____ upon the terms and conditions hereinafter set forth, and _____ is willing to accept the engagement upon such terms and conditions.

NOW, THEREFORE, in consideration of the mutual premises set forth below and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 Scope of Services. The Authority hereby engages _____ as an independent contractor to perform the services set forth in the Scope of Services attached hereto as Exhibit A and made part hereof (the “Services”), and _____ hereby agrees to perform the Services upon the terms and conditions hereinafter set forth. _____ shall furnish all necessary management, supervision, and personnel as may be necessary to provide the Services. The Services shall include collaboration with and assistance to Authority personnel.

1.2 Personnel. _____ agrees that _____ and _____ have particular qualifications to perform the Services (“Key Personnel”), and that such Key Personnel shall not be removed or reassigned without the prior written approval of the Authority. At the request of the Authority, personnel deemed to be unqualified or otherwise objectionable due to performance or other reasons shall be excluded from performing the Services.

1.3 Authorized Representatives. _____ designates _____ as its authorized representative whom the Authority may contact with instructions, orders, directions, and other matters related to the Services. Should _____ wish to substitute another person as its authorized representative, it must secure the Authority’s prior written approval. The Authority designates

_____ as the Authority's Representative whom _____ may contact for instructions, orders, directions, and reports related to the Services.

1.4 Reporting. _____ shall maintain detailed records on actions taken on behalf of the Authority and shall submit monthly reports to the Authority's Representative on progress and toward the Authority's objectives as reflected in Exhibit A or established by the Authority's Board. _____'s authorized representative shall attend such meetings of the Authority or the Authority's Board as the Authority's Representative may direct.

1.5 Conflict of Interest. _____ represents that it presently has no conflicting interest, agreements, or obligations and reasonably expects none to occur. During the Term of this Agreement, Consultant agrees not to engage in any activities that may reasonably be expected to conflict with the Services to be provided hereunder without the Authority's prior written consent.

ARTICLE 2 -- TERM

This Agreement is effective as of the date first above written and, unless earlier terminated in accordance with the provisions hereof, shall have a primary term of one (1) year and may be extended, at the option and with the written consent of the Authority and _____, for no more than an additional six (6) months thereafter.

ARTICLE 3 -- COMPENSATION

3.1 Compensation. As full compensation for the performance of the Services, the Authority shall pay _____ and _____ shall accept monthly payments of _____ (\$_____) during the Term of this Agreement. The Authority will reimburse _____'s expenses based upon the Authority's expense policy. _____ shall submit such expenses to the Authority's Representative monthly.

3.2 Additional Services. Should the Authority desire additional services, over and above those Services detailed in Exhibit A or for designated specific projects falling within the Services outlined in Exhibit A, those additional services shall be invoiced each month according to the rates indicated in Exhibit B, attached hereto and incorporated herein. No additional services shall be undertaken by _____ without a written change order, signed by the Authority's Representative.

3.3 No Withholding. All sums of money paid to _____ pursuant to this Agreement shall be paid without deduction or withholding of federal or state payroll or employment taxes of any kind or nature including but not limited to, income taxes, social security taxes, unemployment insurance taxes, disability insurance taxes and similar items, and shall be evidenced by one or more Forms 1099 issued by the Authority to _____ in accordance with applicable law.

ARTICLE 4 - RELATIONSHIP OF PARTIES

4.1 Independent Contractor. It is understood by the parties that _____ is an independent contractor and is retained by the Authority only for the purposes and to the extent set forth in this Agreement. _____ is to be considered the agent of the Authority only as contemplated by the Scope of Services, Exhibit A. _____ is not authorized to bind the Authority in any manner or to incur any obligation, expenditure or liability on behalf of or against the Authority, or to make any representation or warranty on behalf of the Authority, without the prior authorization of the Authority's Representative or its Board of Directors.

4.2 No Benefits. _____, its employees and agents, are not employees of the Authority. The Authority will not provide employee benefits or entitlements of any kind or nature, including health insurance benefits, paid vacation, or any other benefits for _____ or its employees or other personnel. Neither _____ nor its employees or agents are eligible for unemployment or workers' compensation benefits from the Authority.

ARTICLE 5 – REPRESENTATIONS

5.1 Service Standards. _____ shall perform the Services with due diligence in a good and workmanlike manner in accordance with the standards, practices, and procedures which would be reasonably expected from an experienced service provider in the industry or profession for the areas anticipated by this Agreement. _____ shall be responsible for the technical accuracy of its services and documents resulting therefrom, including those of any of its subcontractors or subconsultants, and the Authority shall not be responsible for discovering their deficiencies.

5.2 Engineering Services. If the Services include professional engineering services, all such Services shall conform to sound professional and state-of-the-art engineering, design, and drafting practices and procedures, and shall be free from any and all errors, omissions or defects.

5.3 Payment to Subcontractors. _____ shall promptly pay all of its subcontractors, subconsultants, and other persons it engages to perform the Services. Should _____ fail to do so, the Authority may retain out of any payment due _____ an amount sufficient to discharge the same.

5.4 Inspection, Audit. Upon request, _____ shall provide such access to its facilities and books and records, and those of its subcontractors or subconsultants, as the Authority may require for inspection and/or audit purposes for a period of two (2) years following the termination of this Agreement.

ARTICLE 6 -- INSURANCE

6.1 Coverages required. Prior to beginning any Services under this Agreement, _____ shall deliver to the Authority certificates of insurance evidencing the following minimum coverages:

6.1.1 Workers compensation insurance at statutory limits and employer's liability insurance with limits of five hundred thousand (\$500,000.00) dollars. _____ will have attached to its policy an alternate employer endorsement naming the Authority and will provide a waiver of subrogation in favor of the Authority.

6.1.2 Commercial general liability insurance with limits of one million (\$1,000,000.00) dollars each occurrence and in the aggregate and containing or endorsed to contain the following coverages: contractual liability; broad form property damage; personal/advertising injury; an endorsement including the Authority as an additional insured and containing no special limitation on the scope of protection afforded the additional insured; waiver of subrogation to the benefit of all additional insureds; no explosion, collapse or underground exclusion; and, for any claims related to the Services, provision that _____ insurance shall be primary and non-contributory and any insurance or self-insurance maintained by the Authority shall be excess of _____ insurance and not contribute with it.

6.1.3 Automobile liability insurance with limits of one million (\$1,000,000.00) dollars per accident for bodily injury and property damage covering all owned, hired, and non-owned vehicles. The policy shall be endorsed to include the Authority as an additional insured and to include waiver of subrogation to the benefit of additional insureds.

6.1.4 Employee Dishonesty, Third Party Fidelity Bond, and Inside/Outside Money and Securities coverages for Authority-owned property in _____'s care, custody, or control with limits of \$ _____.

6.1.5 If _____ is performing any professional services for the Authority, professional liability insurance with limits of one million (\$1,000,000.00) dollars per claim or occurrence and annual aggregate. The policy shall be endorsed to include a waiver of subrogation to the benefit of the Authority. If coverage is on a claims-made form, _____ shall maintain continuous coverage or shall exercise an extended discovery period for at least two (2) years following the expiration or other termination of this Agreement.

6.2 Policy duration. Except where stated otherwise in Subsection 6.1 above, the policies or coverages required by this Section shall be maintained during the term of this Agreement.

6.3 Ratings. All insurance coverages must be placed with insurance carriers having an AM Best rating of A- or equivalent rating.

6.4 Notice to Authority. Each policy required by this Article 6 shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced, or limits or certificate holder be deleted as an additional insured except after thirty (30) days' prior written notice, by certified mail, return-receipt requested, has been given to the Authority. During the term of this Agreement, _____ shall provide the Authority with certificates for all renewal or replacement policies required by Section 6.1.

6.5 Deductibles. All deductibles and self-insured retentions under policies required by this Section 6 shall be the responsibility of _____.

6.6 Copies for Authority. Upon the Authority's request at any time, _____ shall provide the Authority with copies of any or all of the policies or endorsements required by Section 6.1 above. The failure of the Authority to pursue or obtain any certificate of insurance, policy, or endorsement or to point out any non-compliance of any certificate of insurance, policy or endorsement shall not constitute a waiver of any of the insurance requirements of this Agreement or relieve _____ of any of its obligations hereunder.

6.7 Self-insurance. Self-funded or other non-risk transfer insurance mechanisms are not acceptable to the Authority. If _____ has such a program, full disclosure must be made to the Authority prior to any consideration being given.

6.8 Distinct obligation. These insurance provisions are intended to be a separate and distinct obligation on the part of the Consultant. The Authority's acceptance of insurance submitted by the Consultant does not relieve or decrease in any way the liability of the Consultant for performance under this Agreement.

ARTICLE 7 -- INDEMNITY

7.1 Ordinary negligence. Subject to Section 7.2 below, to the fullest extent permitted by law, _____ shall indemnify, defend, and hold harmless the Authority, its officers, agents and employees, from and against claims, damages, losses and expenses for bodily injury, death, or physical injury to tangible property, or the loss of use thereof, caused or allegedly caused by or arising from the performance of _____ under this Agreement, but only to the extent caused or allegedly caused in part by the negligent acts or omissions or intentional misconduct of _____, its employees, agents or persons for whose acts _____ may be liable.

7.2 Professional negligence. To the fullest extent permitted by law, _____ shall indemnify and hold harmless the Authority, its officers, agents and employees, from and against claims and damages arising out of or resulting from the performance of the professional services of _____ under this Agreement, but only to the extent caused in whole or in part by the negligent acts or omissions of _____, its employees, agents or persons for whose acts _____ may be liable.

7.3 Violations of law. To the fullest extent permitted by law, _____ shall indemnify, save and hold harmless, and defend the Authority, its officers, agents and employees from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever, including, but not limited to, court costs and attorney's fees arising from or based upon any violation by _____ of any applicable laws, regulations, ordinances or codes.

7.4 Waiver of workers' compensation bar. The defense and indemnification obligations accepted by _____ under this Article 7 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by _____, or by _____'s subcontractors or permitted assigns, pursuant to any applicable workers' compensation statute or disability benefit statute or any other employee benefit law, rule or regulation.

ARTICLE 8 – INTELLECTUAL PROPERTY

8.1 Ownership. _____ agrees that the Authority shall be entitled to all right, title and interest in and to all ideas, conceptions, discoveries, inventions, improvements, designs, methods, techniques, processes and software, whether or not subject to patent or copyright protection, that are developed by _____ alone, with the Authority, or jointly with others and that (a) are conceived, made, or developed during the course of the Services and relate in any way to the business or operations of the Authority; (b) are conceived or reduced to practice within the scope of its work by the Authority, its agents or employees; or (c) come to _____ during the course of its Services as a result of the Services (“Intellectual Property”). _____ further agrees that it will assign to the Authority _____'s entire right, title, and interest in and to all such Intellectual Property and that _____ will execute at any time during or after the performance of the Services an assignment for any such Intellectual Property. _____ agrees that any copyrightable works falling within such Intellectual Property shall constitute a “work made for hire” within the meaning of the United States Copyright Act.

8.3 Applications and assignment. _____ will execute, acknowledge, and deliver at the request of the Authority all papers, including patent and copyright applications and related assignment, that may be required for obtaining a patent, copyright or other protection of the Intellectual Property and for vesting title in the Authority, and shall do all other acts and things that may be reasonably necessary to achieve that purpose.

8.4 Others' intellectual property. In performing the Services, the Consultant shall not include or provide to the Authority any matter subject to patent, copyright, or other intellectual property protection unless the Consultant obtains the written approval of the Authority's Representative and provides the Authority's Representative with a license or other written permission of the owner of the intellectual property for _____ or the Authority to use such protected matter.

8.5 Indemnity. To the fullest extent permitted by law, _____ shall indemnify, defend, and hold harmless the Authority, its officers, agents, and employees from any infringement or claim of infringement by the Services or any part of the Services of any patent, copyright, trade secret or other third-party intellectual property right. _____ agrees to pay all royalties and license fees that may be due upon the inclusion of any patented or otherwise infringing materials in _____'s Services. At its sole option, the Authority may be represented by and actively participate through its own counsel in any such infringement suit or proceeding, and the costs of such representation shall be paid by _____. Without in any way limiting the Authority's rights and _____'s obligations, in the event that the Services or any part of the Services is held to constitute infringement or its use is enjoined, _____ shall, at the Authority's option and _____'s sole expense, in a timely manner: (a) procure for the Authority a license or other right to continue using the affected Services; (b) replace the affected Services with a substantially equivalent non-infringing property or process; or (c) modify the Services or part of the Services so it becomes non-infringing but is substantially, functionally equivalent.

ARTICLE 9 – CONFIDENTIALITY

9.1 Confidential information. _____ will not, either during or after performance of the Services, except as required in the performance of the Services or with the prior written consent of the Authority, communicate or divulge to, or use for the benefit of the _____ or any other person, firm, association, or corporation, any confidential or proprietary information of the Authority, including but not limited to (a) geographic, operational, or technical information with respect to the water, sewer, or stormwater systems operated by the Authority, publication of which could jeopardize its operation or safety; (b) inventions, discoveries, patents, and applications for patents, copyrightable work, and related trade secrets; (c) project deliverables and other data reviewed or developed during the performance of the Services; and (d) information related to the Authority's customers (collectively, the "Confidential Information"). _____ acknowledges and agrees that the Confidential Information may include information that _____ develops as well as information that _____ learns from the Authority.

9.2 Advertising and publicity. _____ may not use the Authority's name in advertisements, news releases, publicity statements, web sites, interviews, articles, brochures, client listings or other advertising or marketing materials without the prior written consent of the Authority.

ARTICLE 10 – COMPLIANCE WITH LAWS

In the performance of the Services, _____ shall comply with all applicable laws, ordinances or regulations of any government authority or agency having jurisdiction ("Applicable Laws").

ARTICLE 11 – ANTI-DISCRIMINATION

_____ 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. _____ shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V - Discrimination, and any amendments thereto. _____ 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. _____ shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

ARTICLE 12 – DISADVANTAGED BUSINESS ENTERPRISES

It is the Authority's current goal to encourage increased minority and women's participation in all Authority contracts. It is believed that it is reasonable to expect that minority participation will constitute twenty-five (25%) percent and women's participation will constitute ten (10%) percent of the total dollar amount of Authority contracts. In entering into this Agreement with the Authority, _____ is agreeing to submit a final report, within thirty (30) calendar days of the termination of the Agreement, detailing the actual levels of participation of minority and women's business enterprises in the provision of the Services. Failure to make a good faith effort to meet the Authority's goals or to submit the required report may be considered a breach of the Agreement resulting in debarment from participating in future Authority contracts.

ARTICLE 13 – SUBCONTRACTING AND ASSIGNMENT

None of the Services covered by this Agreement shall be subcontracted or assigned without the prior written approval of the Authority. Such approval or consent will not relieve _____ of its obligations under this Agreement. The Authority reserves the right to object and require the replacement of any subconsultant who is hired or retained without the Authority's prior written consent. The Authority specifically agrees to any subconsultants and to the scope of those subconsultants' services identified in Exhibit A.

ARTICLE 14 – FORCE MAJEURE

No delay or failure of performance by either party shall constitute default hereunder or give rise to any claims for damage if, and to the extent, such delay or failure is caused by fire or other casualty, labor dispute or transportation delay not caused in any way by the affected party, or by government or military action, inclement weather not reasonably anticipatable, act of God, act or omission of the other party or its other contractors, failure of any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond the affected party's reasonable control.

ARTICLE 15 – TERMINATION

15.1 For Convenience or Cause. The Authority shall have the right to terminate the Services or any part thereof at any time, whether for convenience or cause, by prior written notice whenever Company determines such termination or suspension to be in its own best interest; provided, however, that the Authority may not terminate for its convenience the Services at any time prior to September 1, 2012. In such event, the Authority shall pay _____ for Services satisfactorily completed and expenses incurred through the date of termination, less the sums _____ shall have already been paid on account of the Services performed. In the event of a default by _____,

the Authority may, in addition to termination, pursue any other rights or remedies it may have available under the Agreement or the law.

15.2 Obligations on Termination. In the event of termination under Section 15.1 above, _____ shall immediately cease performance except as may be authorized by the Authority. _____ shall promptly assign and transfer to the Authority, as directed by the Authority, all subcontracts, orders, and commitments that the Authority may request be transferred or assigned, and _____ shall execute and deliver the same and take all such action as the Authority may require to fully vest in the Authority the right of _____ in and to the same. In the alternative, the Authority may direct that _____ cancel all subcontracts, orders, and commitments.

15.3 Exclusive Remedies. The rights and remedies set forth above are the sole and exclusive remedies of _____ in the event of a termination under Section 15.1, and the Authority shall have no other liability to _____ on account of or for any damages, including lost profits, arising out of such termination.

15.4 Survival. Notwithstanding the expiration or termination of this Agreement, the rights and obligations that by their sense and context survive the termination or expiration of this Agreement will so survive.

ARTICLE 16 -- NOTICES

Unless otherwise notified in writing, each party shall send notices and other communications to the other party at the address shown below:

To the Authority: Pittsburgh Water and Sewer Authority
Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh, PA 15222
Attention: _____ *[the Authority's Representative]*

To _____:

Attention:

ARTICLE 17 – DISPUTES OR CONTROVERSIES

Should any dispute or controversy whatsoever arise between _____ and the Authority with respect to the Agreement or the Services, then the complaining party shall give the other party thirty (30) days' written notice of the complaining party's intent to resort to legal action. The parties agree that the state and federal courts located in Allegheny County, Pennsylvania, have jurisdiction and venue over the parties. If _____ chooses to pursue legal action against the Authority, it must commence such legal action within one (1) year of the accrual of any such alleged claim. _____ shall proceed diligently with any undisputed Services notwithstanding the pendency of any dispute or controversy.

ARTICLE 18 -- MISCELLANEOUS

18.1 Incorporation of recitals. The recitals appearing at the beginning of this Agreement are incorporated herein by reference.

18.2 Entire agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior negotiations. This Agreement shall not be modified, amended, altered, or supplemented except by agreement in writing duly executed by both of the parties hereto.

18.3 Counterparts. This Agreement shall be executed in two counterparts, each of which shall be deemed an original.

18.4 Applicable law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles.

18.5 No third-party beneficiaries. This Agreement shall create no rights in any party other than the Authority and _____ and no other party is intended to be a third-party beneficiary of this Agreement, except as may be specifically indicated herein.

18.6 Headings. Section headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any purpose.

18.7 Severability. In the event that any of the provisions of this Agreement are found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

18.8 Authority. This Agreement is entered into by the Authority pursuant to Resolution No. ___ of 20___, adopted at a meeting of its Board held on _____, 20___.

[signatures follow on the next page]

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

ATTEST:

THE PITTSBURGH WATER AND SEWER AUTHORITY

_____ By: _____
Board Chair

Approved as to Form: _____
Authority Solicitor

WITNESS: _____

_____ By: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
RATES FOR ADDITIONAL SERVICES