



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

February 28, 2024

William W. Warren Jr., Esquire
Saul Ewing, LLP
Penn National Insurance Plaza
2 North Second Street, 7th Floor
Harrisburg, Pennsylvania 17101

RE: RFP OGC-2023-10
Pennsylvania State System of Higher Education ("State System")
Project: Construction/Contract Dispute Litigation Counsel

Dear Mr. Warren:

After evaluation of your proposal in response to RFP #OGC-2023-10 Construction/Contract Dispute Litigation Counsel, by the Office of General Counsel ("OGC"), I hereby appoint your firm, Saul Ewing LLP, the firm ("Firm") to represent the Commonwealth of Pennsylvania and the State System, in the above-referenced matter. As per the terms of the contract, your firm will be subcontracting with Tucker Law Group and John A. Schwab, Attorney at Law throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for legal counsel to advise its universities regarding design and construction projects throughout the Commonwealth and represent universities in disputed claims and litigation matters arising out of these projects.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

In this appointment, the Firm will advise the State System's universities regarding design and construction projects throughout the Commonwealth and represent universities in disputed claims and litigation matters arising out of these projects. The areas of law in which representation and advice may be sought include but shall not be limited to: contractor terminations; claims by and against contractors and design professionals; claims by and against sureties; and environmental matters or issues with municipalities related to construction. Additionally, representation and advice may be sought for claims arising from contract disputes, construction or otherwise, usually involving matters where the Board of Claims has jurisdiction after contract dispute mechanisms have been exhausted.

The services include:

- (1) Development of an understanding of the construction forms and practices of the State System of Higher Education.
- (2) Working cooperatively with University Legal Counsel and counsel for the State System of Higher Education.
- (3) Representing universities in alternative dispute resolution (including but not limited to mediation or mediation alternatives acceptable to the university in its sole discretion)
- (4) Providing legal advice and representation regarding construction and other contract matters.

The Firm may at any time, be called upon to provide specific services to the State System based on specific need, capacity, qualification, or such other circumstances as the State System shall determine. This engagement may include other general work as designated by the Chief Counsel of the State System or the Governor's Office of General Counsel.

3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Partners will be billed at a rate of \$425.00 per hour; Associates will be billed at a rate of \$325.00 per hour; and Paralegals will be billed at a rate of \$225.00 per hour. It is understood that your firm will be providing five free hours per time keeper to transition cases.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the original by mail to the Pennsylvania State System of Higher Education, Office of Chief Counsel, 2300 Vartan Way, Suite 207, Harrisburg, PA, 17110, Attn: Cathleen A. McCormack, Acting Chief Counsel, along with copies via email to [REDACTED] and the Issuing Officer, Jordan M. Kiessler at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General

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Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firm to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Sincerely,



LAURIE A. MALONE

Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: William W. Warren Jr. 03/13/2024
Date

Senior Partner

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Cathleen A. McCormack, Acting Chief Counsel, PA State System of Higher Education
Joe H. Tucker, Esquire, Tucker Law Group
John A. Schwab, Esquire
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel