

**DELEGATION MEMORANDUM OF UNDERSTANDING
PROJECT NO. DGS 408-65 PHASE 1
CONSTRUCT NEW 69K ELECTRICAL SUBSTATION
KUTZTOWN UNIVERSITY
KUTZTOWN, BERKS COUNTY, PA**

This Delegation Memorandum of Understanding (“Memorandum”) is made as of the _____ day of _____, 2012, by and among:

Kutztown University of Pennsylvania, of the Pennsylvania State System of Higher Education (“System”) of the Commonwealth of Pennsylvania, with primary offices at Kutztown University, 15200 Kutztown Road, Kutztown, Pennsylvania 19530 (“University”),

and

The Governor’s Office of the Budget (“OB”) having its principal office at 303 Walnut Street, 7th Floor Verizon Tower, Harrisburg, Pennsylvania 17101,

and

The Department of General Services (“DGS”), having its principal office at Room 515 North Office Building, Harrisburg, Pennsylvania 17125. OB and DGS shall be referred to collectively in this Memorandum as the “Commonwealth.”

BACKGROUND

A. The general purpose of this Memorandum is to provide a process for design, construction, and financial review for the release of funds relating to the delegation of authority by the Commonwealth to the University of the right to design, bid, award and construct the scope of work for Project No. DGS 408-65 Phase 1, Construct New 69K Electrical Substation (“the Project”), while ensuring the Commonwealth’s right and responsibility for appropriate design, construction, and financial oversight and control. Appropriateness is defined within this Memorandum as being a decision which encompasses the scope of the approved project. This General Statement should not be construed by any party to this Memorandum to be controlling over the specific terms of this Memorandum.

B. The University has requested that DGS delegate to it the right to design, bid, award, construct, and administer the Project as set forth in this Memorandum, and DGS is willing to do so. The University has identified the Project as the Construction of a New 69K Electrical Substation and will enter into a separate design agreement with the design professional selected by DGS for the Project.

C. By Act No. 82 of 2010, the Pennsylvania General Assembly authorized up to Eight Million and 00/100 Dollars (\$8,000,000) in Capital Funds for the Project. On December 2, 2010 OB released a total of Six Million One Hundred Thousand and 00/100 Dollars (\$6,100,000) in authorized funds for Phase 1 as reflected in the Request for Project Action attached hereto and incorporated herein as **Exhibit 1**.

D. The Commonwealth and the University will each contribute to the cost of the Project. The Commonwealth's Contribution shall not exceed Six Million One Hundred Thousand Dollars (\$6,100,000), and the University shall be responsible for all remaining costs associated with the Project. As of the date of execution of this Agreement, the Commonwealth has released funding for design and construction purposes.

NOW, THEREFORE, THE PARTIES SET FORTH THE FOLLOWING AS THE TERMS AND CONDITIONS OF THEIR UNDERSTANDING:

1. Scope of Delegation. The scope of delegation is as follows:

a. The University will enter into a contract for Project design with Arris Engineering Group, Ltd., 67 Public Square, Suite 722, Wilkes-Barre, PA 18701, the DGS-selected design professional. DGS delegates to the University the right to design, bid, award, construct, improve, maintain, equip, furnish and administer the Project. Administration of the Project includes but is not limited to the resolution of protests and claims and of change orders issued by the System pursuant to its internal process. DGS will not participate in nor be liable for payment of any claims related to the Project.

b. The University accepts DGS' delegation of the Project as outlined in subsections a. of this Section. In exercising DGS' Procurement authority, the University accepts the specific conditions and procedures imposed on the Project delegation as outlined within this Memorandum.

2. Funding of Project. OB will provide Project funding out of the Commonwealth's Capital Budget in the amount of Six Million One Hundred Thousand and 00/100 Dollars (\$6,100,000) as released on December 2, 2010. A total of Four Million Eight Hundred Eighty Thousand and 00/100 Dollars (\$4,880,000) is to be used for Base Construction and a total of One Million Two Hundred Twenty Thousand and 00/100 Dollars (\$1,220,000) is to be used for Design and Contingencies. The University will provide all funds necessary for the construction of the Project in excess of those funds provided by the Commonwealth.

3. Limitation of Funds towards Private Business Use. Unless OB specifically permits it by written authorization, no monies drawn from the Capital Facilities Fund (identified in 72 P.S. § 3919.310) for the construction of the Project by the University pursuant to the delegation provided by this Memorandum will be used for "Private Business Use," as the term is defined in the IRC (see Subsection a. of this Section), that term generally meaning direct or indirect use in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit. A person may be a user of Capital Facilities Fund monies for this Project as a result of (i) ownership, (ii) actual or beneficial use of property pursuant to a lease or management or incentive payment contract, or (iii) any other arrangement such as a take-or-pay or other output-type contract. If the Project facilities financed in whole or in part by the Capital Facilities Fund monies are used directly or indirectly in the trade or business of a person or persons other than a Governmental Unit and are also used by (or reasonably available for use by) members of the general public on

the same basis, the use of such facilities by a person other than a Governmental Unit shall not be considered to be Private Business Use; however, trade or business use by all persons on a basis different from the general public is aggregated.

To ensure proper use of Project funds:

- a. The University's counsel shall review uses of the Project funds, including but not limited to any management and/or service contract entered into between the University and a private company relating to the Project, for compliance with the Federal Internal Revenue Code and Internal Revenue Service regulations, revenue rulings, revenue procedures, and other directives relating to permitted uses of facilities financed with state or local bonds (collectively, the "IRC").
- b. The University by signing this Memorandum certifies its intent to comply with the Private Business Use restrictions stated within this Section 3.

4. Release of Funds. The University, OB and DGS have complied with the following procedure required for the release of Capital Budget funds:

- a. The University has submitted to DGS' Deputy Secretary for Public Works a Project Determination Survey in accordance with Management Directive 105.5(b).
- b. The execution of this Memorandum, with a copy provided to the Secretary of the Budget, will serve as the University's "Letter of Commitment" to pledge any additional funding necessary to complete the Project should the amounts allocated by the Commonwealth be insufficient. The University guarantees such additional funds as are required to pay direct and indirect costs arising from the Project, including but not limited to construction, construction management, and consultation; claims abatement and consultation; direct costs of change orders and professional amendments; costs of claims defense; and other indirect or consequential costs of construction of the Project.
- c. DGS has reviewed the University's Request for Project Action for compliance with the Capital Budget authorization for the Project and has prepared the Project allocation and allotment documents for the Project. Reference **Exhibit 1**.
- d. DGS has requested implementation/approval of the Project and has forwarded the Project Determination Form and the allocation and allotment documents to the Secretary of the Budget.
- e. OB has approved the Project Determination Form and the University may proceed with the Project in accordance with the terms of this Memorandum.
- f. The University agrees that they shall not commingle funds issued under this Memorandum with funds from any other University project.

The University will provide copies of the documents required in this Section in such numbers as the OB and DGS may reasonably require.

5. Project Design.

- a. **Encumbrance of funds.** Upon execution of this Memorandum, DGS will encumber the design and contingency funds in the amount of \$1,220,000. Payment for design and/or contingency expenditures will be in accordance with the terms of this Memorandum.
- b. **Selection of Design Professional.** The University will accept the Project design professional selected by DGS (Arris Engineering Group, Ltd., 67 Public Square, Suite 722, Wilkes-Barre, PA 18701) and negotiate the design fee and execute a System design contract with that professional for the Project.

6. Project Construction.

a. Approval of Contract Forms.

- i. The University will submit Riders A and D of its standard contract, and all Project plans and specifications which encompass the scope of its Project, to the Bureau of Engineering and Architecture at DGS for review and approval prior to bidding to assure the Project complies with the approved scope. If no notice as to approval or disapproval of the contract is received by the University within 21 days of receipt of all required documents by DGS, the documents will be deemed approved.
 - ii. The University will not purchase or receive materials or equipment or have labor performed toward the completion of the Project unless pursuant to a current valid contract between the University and a contractor, except where the System has entered into a binding letter of intent consistent with Section 906 of the Commonwealth Procurement Code, in which case the University will enter into the construction contract as soon as practicable thereafter.
 - iii. The University and their contractors shall use Forms GSC-17, GSC-18 and GSC-30 for all Applications for Payment. Instructions attached as **Exhibit 2**. *Any request for reimbursement of funds from the University to DGS that does not utilize this form shall be deemed unacceptable and will be rejected by DGS and returned to the University. The purpose for requiring use of these forms is to ensure uniformity and efficiency in allowing DGS and the Comptroller in reviewing and processing payments. The templates for these Forms are located at http://www.portal.state.pa.us/portal/server.pt?open=512&objID=1433&&PageID=253655&level=3&css=L3&mode=2&in_hi_userid=202006&cached=true – then “gsc_18_audit_workbook-contractor_invoicing.xls.”*
- b. **Release of Construction Funds.** The University shall submit a written request to the Director, Bureau of Professional Selections and Administrative Services, requesting the release of construction funds and must receive approval to advertise prior to issuing any documents for construction contracts. The University will be informed,

in writing, upon approval from OB. In no event will the total amount released be greater than the amount specified in Section 2 of this Memorandum without a written amendment. DGS will encumber funds sufficient to fulfill its obligations under this Memorandum upon approval of the University's construction contract and forms described in Section 6(a) and upon OB's approval of the release of construction funds. Funds to construct the Project shall not exceed the available money authorized for the Project, unless the University agrees to pay for the additional required money from a separate funding source.

- c. **Project Advertising/Bidding.** All Project construction advertising and bidding will be the responsibility of the University, and these requirements will be at the discretion of the University except as otherwise required by this Memorandum. The University agrees that bidding and award shall be in accordance with the requirements of the Commonwealth Procurement Code, 62 Pa.C.S. §101 et seq.
- d. **Bid Report.** The University shall submit a bid report to DGS Director, Bureau of Professional Selections and Administrative Services, Public Works Headquarters, 18th and Herr Streets, Harrisburg, PA 17125, within ten (10) days of the award of the contract to the successful bidder by the University. The bid report shall be substantially in the form attached hereto as **Exhibit 3**, certifying that the bidding process complied with the requirements of the Commonwealth Procurement Code, 62 Pa.C.S. §101 et seq., and shall include the following information:
 - i. Bid Date;
 - ii. Bid results received;
 - iii. Name of successful bidder; and
 - iv. Amount of contract award.
- e. **Project Contracting.** The University shall comply with, and shall include in substantially the same form in any and all contracts between the University and any Professional and any construction contractor hired by the University to perform work related to the Project, all of the clauses, provisions, and requirements listed below, as they are applicable to design and/or construction. Such clauses, provisions, and requirements are included within the System's standard Rider B, General Conditions to the System's Standard Form of Agreement for Professional Design Services and the System's Standard Form of Agreement for Facilities Projects. The specific Rider B referenced by this Memorandum shall be the System's standard Rider B which is in force for use at the time of award of the design and construction contracts for this Project, and which become part of those contracts.
 - i. the Nondiscrimination and Sexual Harassment Clause, found on the DGS website at http://www.dgsweb.state.pa.us/comod/CurrentForms/STD274_SAP.doc, at Section 22 of Form STD-274;
 - ii. the Contractor Integrity Provisions, found on the DGS website at http://www.dgsweb.state.pa.us/comod/CurrentForms/STD274_SAP.doc, at Section 23 of Form STD-274;

- iii. the Contractor Responsibility Provisions, found on the DGS website at http://www.dgsweb.state.pa.us/comod/CurrentForms/STD274_SAP.doc, at Section 24 of Form STD-274;
 - iv. the Americans With Disabilities Act provisions, found on the DGS website at http://www.dgsweb.state.pa.us/comod/CurrentForms/STD274_SAP.doc, at Section 25 of Form STD-274;
 - v. the requirements of the Steel Products Procurement Act, 73 P.S. § 1884 et seq., as contained in **Appendix A** to this Memorandum;
 - vi. the requirements of the Trade Practices Act, 71 P.S. § 773.101, as contained in **Appendix B** to this Memorandum;
 - vii. the requirements of the bond provisions, 62 P.S. §§ 902, 903, as contained in **Appendix C** to this Memorandum;
 - viii. the requirements of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1, as contained in **Appendix D** to this Memorandum;
 - ix. the tax offset requirements contained in **Appendix E** to this Memorandum.
 - x. the requirements of the System’s MBE/WBE program, as approved by DGS, and any modifications made and approved from time to time
 - xi. that the University’s contractor shall purchase and maintain, at its expense, worker's compensation insurance sufficient to cover all employees of the contractor working to fulfill a contract, and comprehensive liability insurance, property damage insurance, and automobile liability insurance in such amounts as the University shall deem necessary; that such insurance policies shall name the University and the Commonwealth of Pennsylvania as additional insured; that prior to commencement of work, the contractor shall provide the University with current certificates of insurance; that these certificates shall contain a provision that coverage afforded under the policies shall not be changed in any way or canceled until at least 30 days written notice has been provided to the University
 - xii. that the University’s contractor shall be responsible for and agrees to indemnify and hold harmless the University and the Commonwealth of Pennsylvania from damages to property or injuries (including death) to any person(s) and any and all other losses, damages, expenses, claims, demands, suits, and actions brought by any party against the University and the Commonwealth of Pennsylvania in connection with the work performed by the contractor
- f. **Construction Management Services.** If the Project requires Construction Management (“CM”) Services, the University may opt to enter into a contract for CM Services with any of the CM firms that have submitted successful proposals to DGS

and have been placed on the statewide list of vendors qualified for statewide Construction Management. The list of qualifying vendors is available online at: http://www.portal.state.pa.us/portal/server.pt/community/engineering_architecture/1438/construction_management/488432. No CM firm selected from the statewide list shall be an At Risk CM.

- g. **Contractor Responsibility Program.** The University shall comply with Management Directive MD215.9, as found on the Office of Administration website at http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&&PageID=208571&level=3&css=L3&mode=2&in_hi_userid=2&cached=true, and all amendments that may be made to it, covering the awarding of contracts to responsible contractors known as the Contractor Responsibility Program (“CRP”). The University shall submit a request for DGS approval of the University’s compliance with the CRP. Such request shall be submitted to the Director, Bureau of Professional Selections and Administrative Services, Public Works Headquarters, 18th and Herr Streets, Harrisburg, PA 17125. DGS will issue a response confirming the University’s compliance or non-compliance within seven (7) business days of receipt of the request. The University agrees not to make the Purchase from any entity debarred or suspended by, or otherwise ineligible to contract with, the Commonwealth of Pennsylvania.
 - h. **Administration of Contract.** Administration of the Project in areas including but not limited to protests, claims, change orders, etc. will be done in accordance with the System’s Rider B, General Conditions, to the System's Standard Form of Agreement for Professional Design Services and the System's Standard Form of Agreement for Facilities Projects. DGS will not be named a party to any dispute or lawsuit arising out of the Project. As set forth in Section 4(b), upon depletion of all contingency funds, the University guarantees such additional funding required to complete construction of the Project, including but not limited to, change orders, claim settlements and litigation costs including expert consultant fees.
7. **Quarterly Report.** The Commonwealth has established performance metrics for capital project execution. The University should make a concerted effort to meet and report on those metrics. Reporting on those metrics and other project information will be submitted in a quarterly report throughout the term of this Memorandum. The University shall submit by email a report to the Deputy Secretary for Public Works, Room 100 Tent Building, 18th and Herr Streets, Harrisburg, PA 17125, on or before the 10th day of each quarter (“Quarterly Report”). A cover letter/email will include a statement certifying that to the best of the University’s knowledge, the contents of the report are accurate, and shall state the Project title, DGS Project No., and the month and year of the report submitted. The Quarterly Report will include the following as applicable:
- a. **Executive Summary:** Provide a general project status and summarize progress or major issues on the project. Significant variances from identified goals should also be explained.
 - b. **Project Budget information, including:**

- i. total funds allocated, obligated, and expended to date separating construction from design and contingency funding;
 - ii. status of University reimbursement requests;
 - iii. remaining contingency (as cash value or percentage);
 - iv. identified and/or anticipated issues/risks against contingency; and
 - v. any other relevant information regarding the Project funding.

- c. Cash Flow Projection: a report on the anticipated cash flow for the next six (6) months. The University will update its cash flow projection when a material change is anticipated or occurs. A material change is defined as any change in excess of 10% of the total Project costs or an increase in the monthly Project cost in excess of 50%.

- d. Procurement status for each major contract (design, construction prime contracts, CM, etc.):
 - i. Contractor names if awarded
 - ii. Contract description (i.e. design professional, general, plumbing, commissioning agent, etc.)
 - iii. bid or proposal date;
 - iv. notice of award date (Goal: Issue notice of award on 90% of contracts within 30 days of bid);
 - v. contract execution date (Goal: Execute 95% of contracts within 45 days of notice of award);
 - vi. award amount
 - vii. current contract amount
 - viii. compare total construction contract award amounts to base construction funding available at time of bidding (Goal: 95% of projects awarded within 105% of base construction funding);
 - ix. significant procurement issues, such as protests, etc.
 - x. original contract completion date
 - xi. current contract completion date
 - xii. final inspection date (Goal: 95% of construction projects have a final inspection within the original project completion date).

- e. Design status:
 - i. percent of design complete (until 100%);
 - ii. milestones/critical events reached;
 - iii. percent of time elapsed;
 - iv. amount/percent of contract invoiced and paid; and
 - v. status of Professional's response to Requests for Information (RFIs).

- f. Construction Project Schedule:
 - i. Percent complete for each contract (by time and physically)
 - ii. identify major milestones completed in last quarter and anticipated in the next quarter
 - iii. list Extensions of Time (EOTs) submitted, current status, and time to resolution (Goal: 95% of EOTs processed within 45 days of submittal).

- g. Anti-Discrimination Policy status: For each contract, identify small and disadvantaged businesses enterprises contracted commitment/participation rate and actual percentage of participation to date.
- h. Project Safety:
 - i. accidents reported;
 - ii. workers' compensation claims reported; and
 - iii. OSHA citations, if any.
- i. Change Order Status: for each construction contract provide a complete list of change orders including: description, cost, status (settled, pending, denied), submission date, resolution date, cause, and a short explanation of the scope of work; identify causes using the following categories:
 - a. Error/Omission;
 - b. Using Agency;
 - c. Contractor;
 - d. Unforeseen Condition; and
 - e. Post Design Code Revision

The Commonwealth's goals are to limit change orders to less than 5% of construction contract award, track change orders by cause as a percent of cost, and settle or deny 90% of changes within 30 days.

- i. Contractor claims:
 - i. plaintiff on the claim;
 - ii. basis of the claim;
 - iii. costs claimed;
 - iv. date submitted;
 - v. and current status (Goal: decide all claims within 90 days of submittal)
- j. Discussing any recent or upcoming important meetings other than regular job design or construction conferences.
- k. Progress Photographs: if applicable, provide at least two (2) views of each building and other major features showing the progress of the Project. Include a caption with each photo including a description of the view and Project number.

DGS reserves the right to withhold reimbursement payments if the Monthly Report is deemed unacceptable or incomplete by DGS as it relates to this Delegation. However, discretionary decisions regarding reimbursement payment shall not be unreasonably exercised.

- 8. Reimbursement of Project Monies to University/Certification of Expenditures.** The University will require their contractors to use Forms GSC-17, GSC-18, and GSC-30 for

submitting Applications for Payment (See paragraph 6(a)(iii)). The University will request reimbursement from DGS within 90 days of its payment of Project obligations. Each request for Commonwealth funds will be accompanied by Forms GSC-17, GSC-18, and GSC-30 and a certification that states the existence of valid invoices equal to the value of requested reimbursement and which details expenses for labor, materials, and equipment associated with Project construction. The University will be responsible for all errors contained within any submitted certification. The University's certification to DGS will be in writing and will include a statement that the work for which payment is requested was completed to specification on the Project. The University will not certify any invoice unless the materials or equipment purchased or the labor performed are within the scope of the contract to which they have been charged. The form of the Certification will be as outlined in **Exhibit 6** of this Memorandum. Failure to comply with this requirement will result in rejection of the reimbursement request.

9. Records of Certified Expenditures.

- a. The University will maintain records of the following documents to substantiate the certification of expenses:
 - i. copies of each University-approved contract (including the construction management contract, if any) executed for the Project shall be attached **only to the first invoice** submitted for work performed under the contract and shall bear the Project number or other designating symbol.
 - ii. contractor, subcontractor, or supplier invoices for equipment or materials supplied or labor performed (including labor performed in the construction of equipment not yet delivered) which are shown to be charged to the Project and which are shown to have been performed pursuant to a current, valid contract between the contractor and University. The invoice shall designate that equipment or materials supplied or labor performed is to be paid from the Project.
 - iii. in the case of invoices for equipment or materials which have been supplied under contract, but not yet installed and being requested by the contractor for payment (excluding the cost of any labor required to construct the equipment or materials), a delivery receipt executed by University showing the date, time and place of delivery, quantity delivered, condition of the delivered equipment or materials, who received the materials or equipment, and the place where the materials or equipment have been stored or are being used.
 - iv. in the case of labor performed under contract, a certificate executed by University to the effect that the labor represented by such invoice has actually been performed on the Project.
- b. The OB Secretary or his designee may examine from time to time and at any time, the books, accounts, and records of the University related to the Project, including, but not limited to receipts, disbursements, contracts, leases, sinking

funds, investments, and other matters relating to the finances, operations, and affairs of the University. The University will preserve the documents related to this project for a period of three years after final payment under any Project contract or until any and all questioned items are resolved, whichever is later.

10. Administration of Payment. The University shall make payment to the contractor and the Commonwealth shall reimburse the University as outlined in Sections 8 and 9 above of this Memorandum. The University will make a good faith effort to submit invoices for payment to DGS within 90 days of the University's payment to the contractor.

DGS will review the certification for completeness and shall provide its approval or disapproval within 15 days of its receipt of the certification. DGS will then forward the certification with an indication that its review is complete to OB's Comptroller Operations. OB will not in any event be responsible for any part of the review and certification process or for the propriety of the certification provided, nor will DGS be responsible for the propriety or the accuracy of the certification provided by the University. Comptroller will then process the release of Capital Budget funds from the amount authorized to be spent on the Project, making a good faith effort to process the release of funds within 45 days after receiving the certification from DGS.

11. Inspection of Project. DGS reserves the right to inspect the Project as it deems appropriate. The University will provide Project access to DGS for this purpose at mutually convenient times.

12. Certification of Completion. Upon completion of the Project, the University will execute a certificate of completion and provide such to DGS and OB. The certificate will include a statement that the Project has been completed to specification, in accordance with all final architectural drawings and applicable law, and the date on which the Project was completed. The appropriate University personnel or agents of the University will sign the certificate and mail copies of the certificate to DGS and OB. The certificate may include exceptions for matters that are in dispute.

13. Required Drawings. The University will submit the final as-built drawings to DGS. The University will provide one complete reproducible set of as-built drawings and CDs containing all AutoCAD release 2009 (AutoCAD 2009 .dwg format) compatible drawing files, including:

- a. a complete set of "as-built" drawing files showing all construction changes;
- b. a complete set of Adobe Acrobat portable document files (.pdf) of the drawings, created to the full size of the original prints;
- c. logically named and defined layers in all AutoCAD files, where objects are placed on the appropriate layers, with layers separated by discipline;
- d. all referenced drawings, non-standard fonts and line types;

- e. a key list defining the layering scheme by name, description, color, line type, and line weight, with line weights defined by layer or object; and
- f. identification of the CAD software and version being used for design.

All CDs the University provides to the DGS must be compatible for loading on and reproduction by a standard AutoCAD release 2009 workstation.

- 14. Termination of Memorandum.** This Memorandum will terminate upon the repeal of the Commonwealth Procurement Code, 62 Pa.C.S. Part I, to the extent it relates to delegation of the DGS' procurement authority, or upon Memorandum by both parties, in writing, to voluntarily terminate this Memorandum. At termination of this Memorandum, the DGS will return any and all amounts remaining in the Capital Budget accounts for the Project which have not been approved by the Commonwealth under Section 2 of this Memorandum to the Commonwealth of Pennsylvania under the laws governing the use of unexpended Capital Budget funds.
- 15. Entire Agreement.** This document contains the entire understanding between the parties with respect to delegation of the Project construction, and no oral modifications to this Memorandum will be accepted or considered valid.
- 16. Amendments.** In the event that either party desires an amendment to this Memorandum, the party seeking the amendment must present the proposed amendment in writing to the other party. If the other party accepts the proposal, the amendment will be signed by the parties and attached as a rider to this Memorandum.
- 17. Severability.** The provisions of this Memorandum are severable, and if any of its provisions become or are found to be unlawful, it shall not be construed to impair any other provision of this Memorandum, nor shall it be construed to void the entire Memorandum.
- 18. Disputes.** Any dispute arising hereunder shall be submitted to the Office of General Counsel for final resolution.

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The parties to this Memorandum have executed this Memorandum as of the day and year first written above.

Approved as to Form & Legality:

Kutztown University of Pennsylvania:

Chief Counsel,
PA State System of Higher Education

Name:
Title:

Fed. ID# _____
Vendor ID# _____

Department of General Services:

Chief Counsel, DGS

Sheri Phillips
Secretary

Office of the Budget:

Chief Counsel, OB

Charles Zogby
Secretary

Deputy General Counsel

Comptroller Operations

FR# _____