SUBCONTRACT

Between

KCI TECHNOLOGIES, INC. AND McCormick Taylor. Inc.

09-14-2018

KCI Project No. 021602331059

THIS SUBCONTRACT made this  day of September , 2018 by and between KCI

Technologies, Inc., a Delaware corporation, whose principal place of business is Frederick MD (hereinafter referred to as "KCI") and McCormick Taylor, Inc. whose principal place ofbusiness is Philadelphia, PA (hereinafter referred to as "Subconsultant" hereinafter also referred to jointly as the "Parties" or singularly as the "Party"); and

WHEREAS, KCI has entered into a contract with AT&T Corp. (hereinafter known as "Client"), said contract dated 04-03-2018 (hereinafter referred to as the "Prime Contract"), said Prime Contract involving Susquehanna Crossing (hereinafter referred to as the "Project"); and

WHEREAS, the Prime Contract anticipates that a portion of the services for the Project will be performed by a subconsultant; and

WHEREAS, KCI and Subconsultant have reached an agreement regarding the services to be performed by the Subconsultant as anticipated in the Prime Contract;

NOW, THEREFORE, the parties do hereby agree and Subcontract as follows:

1. INCORPORATION:
   1. Subconsultant does hereby acknowledge having received a copy of the Prime Contract and all documents relating thereto and it has read the terms and conditions contained therein.
   2. The Prime Contract and all documents relating thereto are hereby fully incorporated herein and made a part hereof as if fully set forth herein and Subconsultant hereby agrees to be bound and obligated to KCI and the Client by the terms and conditions set forth in the Prime Contract as it relates to the services to be performed by Subconsultant pursuant to this Subcontract to the same extent and effect as KCI is bound and obligated to the Client.
   3. Subconsultant shall abide by the requirements of 41 CFR 60-1.4(a), 60300.5(a), 60-741.5(a), Executive Order 13496 (29 CFR Part 471, Appendix to Subpart A) and Executive Order 13655. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, protected veteran status or disability.

Subconsultant must comply with the regulations of Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities, that include regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations (CFR) and the Federal Highway Administration's Title 23 Code of Federal Regulations 200 and inclusion of USDOT 1050.2A Appendicies A and E.

1. SCOPE OF SERVICES:
   1. Subconsultant does hereby agree to perform those services described in the Prime Contract that involves the following:
      1. Provide independent monitoring per MDE regulations as outlined in the AT&T Wetlands License 16-0955
2. ADDITIONAL SERVICES:
   1. All services not described in Section 2, above, shall be deemed Additional Services and shall be subject to the same terms and conditions governing Additional Services as set forth in the Prime Contract. Payment for any item of additional services will not be made unless the performance of the item has been authorized in writing by KCI.
3. OTHER REQUIREMENTS :
   1. Subconsultant shall comply with the same requirements as those imposed upon KCI under the Prime Contract to the extent applicable to the services performed by Subconsultant.
   2. Subconsultant in accepting this Subcontract or any agreement resulting therefrom, Subconsultant represents and warrants that the services performed under this Subcontract shall comply with the standard of care and shall abide by all applicable federal, state, and local laws and all rules and regulations of any government authority in effect as of the date of this Subcontract.
   3. Subconsultant shall make all submissions and contacts directly with KCI. At no time will the Subconsultant directly contact the Client or its representatives with regard to those services the Subconsultant is to provide under this Subcontract.
4. PAYMENT:
   1. Subconsultant shall be compensated for its services, subject to the provisions regarding payment in the Prime Contract, as follows:
   2. KCI agrees to pay Subconsultant for services listed under paragraph 2. "Scope of Services" based on agreed to hourly rates for all personnel classifications engaged directly in the performance of such services, and as described in Subconsultant's Proposal dated 08-29-2018 , which is incorporated into this Subcontract as Exhibit B. Except as may be changed by provisions provided under paragraph 3. "ADDITIONAL SERVICES" , the maximum total compensation payable under this Subcontract will not exceed $ 102 199.20.
   3. Subconsultant shall submit a monthly invoice to KCI requesting payment for services performed during the preceding month which request shall be supplemented or accompanied by such supporting data as may be required by the Client or KCI.

KCI reserves the right to withhold any requested payment in excess ofthat permitted by the Client until such time as it is approved and paid by the Client.

* 1. Records of Subconsultant's Direct Labor Costs pertinent to KCI's compensation under this Subcontract will be kept in accordance with generally accepted accounting practices. If required, copies will be made available to KCI prior to final payment for Subconsultant's services.
  2. Payment to Subconsultant will be made within ten (10) business days after KCI has received payment from the Client, but in no event shall KCI be obligated to pay Subconsultant until KCI first receives payment from the Client for that portion of invoiced services.

1. INDEMNIFICATION:
   1. Subconsultant does hereby agree to indemnify and hold KCI harmless from any and all damages, liability or costs, including reasonable attorneys' fees and costs of defense, arising from Subconsultant's negligent acts, errors or omissions in the performance of its services under this Subcontract or any of its agents, employees, subcontractors, assigns, or any other entity acting for or on behalf of Subconsultant .
   2. In addition to that provided in 6.1 above, Subconsultant does hereby indemnify and hold KCI harmless to the same extent and on the same basis as KCI has indemnified and held the Owner harmless under the terms and conditions of the Prime Contract, but only to the extent of the services to be performed by Subconsultant.
2. INSURANCE:
   1. This Subcontract is contingent on Subconsultant obtaining and maintaining insurance in the same form and coverage as is required of KCI in the Prime Contract, but not less than the following limits.
      1. Automobile Liability: $1,000,000 Combined single limit for bodily injury and property damage liability.
      2. General Liability: $1,000,000 each occurrence and $1,000,000 general aggregate.
      3. Professional Liability: $ 1,000,000 per claim and $1,000,000 aggregate.

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| $500K per disease - each employee; $500K per disease - policy limit; $500K each accident |

* + 1. Workers Compensation: amount not less than that required b law and to include employer's liability of not less than

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| except 10 days for notice of nonpayment |

* 1. Subconsultant 's insurance, except workers compensation and professional liability, shall identify KCI as an additional insured and shall contain a provision assuring that said coverage will-not-materially-change or terminate without first providing KCI thirty (30) days advanced written notice.

.3 Subconsultant's professional liability insurance will cover the design and construction period and will include a discovery period equal to the statute of limitations period for negligence in the state where the project is constructed. The policy will provide a project aggregate limit of $1,000,000.

7.4 Subconsultant shall provide proof of the existence of such insurance and will provide insurance certificates to KCI prior to commencing services.

1. TERMINATION
   1. Not withstanding anything to the contrary contained in the Prime Contract, KCI may terminate this Subcontract for its convenience, provided that KCI gives Subconsultant three (3) calendar days written notice of its intent to terminate.
   2. This Subcontract shall automatically terminate upon the termination of the Prime Contract for whatever reason. Should the Prime Contract or Subconsultant 's services be terminated by the Client, KCI will notify the Subconsultant within 24 hours.
   3. In the event written notice of termination is received by the Subconsultant, all services shall immediately cease and no further costs shall be incurred. Costs associated with services completed prior to notice of termination and any other costs incurred as the result of the termination may be invoiced if supported by documentation.
2. CHECKING AND FINAL REVIEW
   1. Subconsultant shall check and final review its deliverables prior to delivery to KCI. Subconsultant shall check deliverables and this shall include a detailed review performed to verify that project deliverables are technically accurate and complete. The Checker's initials or signature is required on a review artifact.
   2. Subconsultant shall check deliverables in accordance with the following criteria:
      * + Professional technical standards, statutes, regulations and codes;
        + Standards and requirements of the reviewing agency and the client; and
        + Other requirements, as defined in the Subcontract and proj ect memorandum.
   3. Subconsultant shall check deliverables in accordance with the following scope:
      * + Compliance with client's project requirements;
        + Sufficiency of the deliverable for the intended use, including degree of accuracy, detail and definition, quantity of information transmitted and safety;
        + Economy and appropriateness of design;
        + Correctness of assumptions, procedures, and conclusions;
        + Functional requirements such as constructability and accessibility for operation and maintenance;
        + Completeness including accurate cross referencing to other drawings, details, or specifications;
        + Contractual obligations and the scope of services;
        + Compatibility with existing facilities and planned future facilities; and  Coordination among technical practices and subconsultants.
   4. Subconsultant shall maintain records to demonstrate that checking has been performed and the deliverables comply with Subcontract requirements and the project memorandum.
   5. Subconsultant's checker shall be competent to perform the review and shall be someone other than the original preparer.
   6. Subconsultant shall recheck and coordinate changed services with the rest of the deliverables.
   7. The Subconsultant shall final review the deliverables to validate that the deliverable conforms to Subcontract requirements. The final reviewer's initials or signature is required on a review artifact. Technical work products shall be final reviewed by senior level staff having pertinent expertise and experience. It is preferred that the final review be performed by an independent person, not on the project team, to promote an objective and unprejudiced review. Following a detailed check, senior personnel perform a final review of the deliverables for:
      * + Compliance with contractual requirements and project criteria
        + Technical feasibility and constructability
        + General completeness
        + Presentation
3. FUNCTIONALITY & SAFETY
   1. Should the Subconsultant's review indicate the existence of a condition that affects the functionality; safety; or statutory, regulatory or code compliance of a design, Subconsultant shall assess the impact and propose action.
   2. If documents have not been released, Subconsultant shall assess the impact of the condition and the proposed solutions or actions necessary to correct the condition shall be implemented.
   3. If documents have been released, Subconsultant shall assess impact of the condition on agency approvals, permits or construction and the proposed solution or actions necessary to correct the condition are recorded and communicated to impacted parties for determination of appropriate implementation action.
   4. If construction is complete, Subconsultant shall review impact of the condition (and known previous designs that include that condition) on the constructed product and the proposed solution or actions necessary to correct the condition are recorded and communicated to impacted parties.
4. MISCELLANEOUS:
   1. Subconsultant shall not assign, transfer or sublet or otherwise dispose of its obligations in this Subcontract, or of its right, title or interest therein, to any other person, corporation or other entity without first obtaining written consent thereto from KCI.
   2. Subconsultant agrees that all claims, disputes and other matters in question between the Parties arising out of or relating to the Subcontract or breach thereof shall first be submitted for non-binding mediation to a professional mediation service provider as mutually agreed to by the Parties. Any Party hereto may initiate mediation within the time allowed for filing a civil action in accordance with the applicable statute of limitations and the Parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the Parties hereto.
   3. If mediation fails to resolve the claim or dispute, the parties shall resort to civil litigation in a Court of competent jurisdiction in the State of Maryland..
   4. In the event any one (1) or more parts of this Subcontract shall be found to be void by any Court of competent jurisdiction, then in that event all remaining parts ofthis Subcontract shall continue in full force and effect and be binding upon the parties hereto.
   5. In the event of any conflict between the terms of this Subcontract and that of the Prime Contract, the Prime Contract shall supersede this Subcontract.
   6. Whenever notice is required to be given pursuant to this Subcontract or the Prime Contract, notice shall be deemed to have been made upon the mailing, by certified mail, to the other party as follows:

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| 11.6.1 As to KCI: | Ben Fabina  KCI Technologies, Inc. 10 N. Jefferson Street Suite 308  (Frederick, MD 21701)  (301) 228-2502 (Telephone)  (301) 760-4682 (Fax) |
| 11.6.2 As to Subconsultant: | Ben Morrow  McCormick Taylor  2001 Market Street 10th Floor  Philadelphia, PA 19103  (410) 662-7400 (Telephone)  (443) 564-3797 (Cell) |

11.6.3 Changes in persons and/or addresses from the above will not be effective until such time as written notice is provided to the other Party in accordance with this Section.

* 1. This Subcontract may not be altered, modified or changed in any fashion except by written document, signed by the Parties hereto.
  2. This Subcontract consists of (one hundred thirty nine) (139) pages, including the signature page, and the following exhibits are attached (which are incorporated herein by reference and made a part hereof):
     1. Prime Contract, Exhibit A;
     2. Subconsultant Proposal dated August 29, 2018 , Exhibit B.

1 1.8.3 Subconsultant acknowledges that there are no other documents, understandings or agreements not specifically stated herein or contained within the attached exhibits.

SIGNED,

KCI TECHNOLOGIES, INC.

BY:



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| Witness | Signature |

Title

McCormick Taylor, Inc.

BY:



Witness Signature

Title