

**WALDRON ENGINEERING & CONSTRUCTION, INC.
37 INDUSTRIAL DRIVE, EXETER, NH 03833**

TECHNICAL SERVICES SUBCONTRACT

Subcontractor:	<u>Guerriere&Halnon Inc.</u>	Subcontract No.	<u>360.02-TSC-002A</u>
Address:	<u>333 West street</u>	Project Name:	<u>MRMC-Energy Resiliency</u>
	<u>PO Box 235</u>	Owner:	<u>Milford Regional Medical center</u>
	<u>Milford, MA 01757</u>		
Contact:	<u>Elizabeth Mainini, PE</u>	Project Location:	<u>Milford, MA</u>
Telephone:	<u>508-473-6630</u>		

This Subcontract is effective as of the 10th of August 2018, between Contractor Waldron Engineering & Construction, Inc. ("Waldron") and the above named Subcontractor who hereby agree that all work specified below shall be performed by the Subcontractor in accordance with the provisions of the Subcontract, consisting of the following Subcontract Documents:

Subcontract Agreement
Exhibit "A" – General Conditions
Exhibit "B" – Compensation and Scope of Services

1. **WORK AND EQUIPMENT TO BE PERFORMED/FURNISHED:** Except as specified elsewhere in the Subcontract, Subcontractor shall furnish all technical and professional services including any labor, tools, supplies, supervision, and shall perform all operations necessary and required to satisfactorily provide professional SERVICES AND EQUIPMENT as identified below:

Work and materials as detailed in attached scope of work documents:

- **Prepare Conservation commission Filling**
2. **PERIOD OF PERFORMANCE:** Subcontractor shall commence performance of the services on the effective date of this Subcontract and shall complete all services to be performed under this Subcontract by a mutually agreeable schedule unless otherwise extended by Waldron. The following schedule dates are expected to be met by Subcontractor unless otherwise extended by Waldron: Work to proceed as soon as possible.
 3. **COMPENSATION:** As full consideration for the satisfactory performance by Subcontractor of this Subcontract, Waldron shall pay to Subcontractor compensation in accordance with the prices set forth in Exhibit "B" and with the payment provisions of this Subcontract.
 4. Total Subcontract is a lump sum and shall be US \$ (US dollars). This lump sum amount shall not be exceeded without issuance of a formal, written amendment from Waldron.

CONTRACTOR: Waldron Engineering
& Construction, Inc.

SUBCONTRACTOR: NEC-Energy Solutions

Authorized

Signature: Jeremy P. Smith

Print Name: Jeremy P. Smith, P.E.

Print Title: Project Manager

Authorized

Signature: _____

Print Name: _____

Print Title: _____

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Shapiro-BTM Energy Resiliency Project

Exhibit "A"

General Conditions

GC-1 ENTIRE AGREEMENT This Subcontract embodies the entire agreement between Waldron and Subcontractor

GC-2 INDEPENDENT SUBCONTRACTOR Subcontractor represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the services under this Subcontract. Subcontractor shall act as an independent contractor and not as the agent of Waldron in performing this Subcontract.

GC-3 NOTICES Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the place of work or by registered mail to the address of that party as such address may have been changed by written notice.

GC-4 LAWS AND REGULATIONS Subcontractor and its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations in effect at the time of service under this Subcontract is performed and orders of government authorities (including without limitation all laws of the State of Massachusetts where the work is performed relating to registration to do business, to the formation of business entities under state law, to the payment of taxes and to the payment of penalties, assessments, levies or other punitive charges caused by the Subcontractor's negligence, delinquency, or violation of state law, and to the obtaining of permits and licenses required to provide professional services in the State of Massachusetts. Subcontractor shall also comply with all Waldron subcontractor safety guidelines and requirements when on site at the Medical Center.

GC-5 LABOR AND PERSONNEL Subcontractor shall furnish competent and skilled personnel to perform the services under this Subcontract. Subcontractor shall, if requested to do so by Waldron or MRMC, remove from the job any employee whom Waldron determines to be incompetent, dishonest, or uncooperative. Subcontractor shall expeditiously replace the removed employee with another employee with appropriate qualifications and experience as Waldron may require.

GC-6 STANDARD OF CARE Subcontractor warrants that it will perform the services under this Subcontract with the degree of professional skill and sound practices and judgement which is normally exercised by recognized professional firms with respect to services of a similar nature. Subcontractor makes no other warranties or representations, either expressed or implied, regarding the quality of services provided hereunder. Nothing in this purchase order shall be construed as establishing a fiduciary relationship between Waldron and the Subcontractor.

GC-7 SUBCONTRACTS AND ASSIGNMENTS Any subcontract entered into by Subcontractor with any person or organization for the performance of this Subcontract or any portion thereof without the prior written consent of Waldron shall be void.

GC-8 INDEMNITY Subcontractor hereby indemnifies and shall hold harmless Waldron and its subsidiaries and affiliates and the employees or authorized representatives of all the foregoing from and against any and all liabilities to the proportional extent that any such liabilities are caused by the negligent acts, errors, or omissions of Subcontractor, its agents, servants or employees.

Waldron hereby indemnifies and shall hold harmless Subcontractor and its subsidiaries and affiliates and the employees or authorized representatives of all the foregoing from and against any and all liabilities to the proportional extent that any such liabilities are caused by the negligent acts, errors, or omissions of Waldron, its agents, servants or employees.

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GC-9 NONDISCLOSURE The parties recognize that the business of Waldron and the nature of Subcontractor's employment may permit Subcontractor's access to information of Waldron and its clients, that such information is the property of Waldron and of its clients, and that any unauthorized disclosure thereof may be highly prejudicial to their interests. Subcontractor shall not disclose or use directly or indirectly at any time any such information unless such disclosure or use is in the course of Subcontractor's employment by Waldron or has been expressly authorized in writing by Waldron. Subcontractor further agrees, when requested in writing by Waldron, to require its employees to execute appropriate nondisclosure agreements relative to such confidential information.

GC-10 TAXES Subcontractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any services under the Subcontract and shall make any and all payroll deductions required by law and hereby indemnifies and holds harmless Waldron and client name from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

GC-11 INSURANCE Neither Waldron nor the Owner is maintaining any insurance on behalf of the Subcontractor. The Subcontractor shall, at its sole expense, maintain in effect at all times during the performance of this Subcontract, Worker's Compensation and Employer's Liability Insurance covering the Subcontractor's employees in accordance with statutory requirements at the location of work and such other insurance coverage normally carried by Subcontractor insuring against injury, loss or damage to persons and property caused by Subcontractor's activities. Minimum insurance coverages required to be maintained by the Subcontractor are identified below:

1. Commercial General Liability insurance covering all operations of Subcontractor and shall include by its terms or appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Explosion Collapse and Underground, Independent Contractors/Sub-Contractors, Product's and Completed Operations coverage's and Products Liability coverage for any products manufactured, assembled, or otherwise worked upon as part of the contract. Such insurance shall have the following minimum limits:

\$1,000,000 Combined Single Limit/Each Occurrence

\$2,000,000 Combined Single Limit/General Aggregate Limits apply per project

\$2,000,000 Combined Single Limit/Products/Completed Operations Aggregate per project

2. Workers' Compensation Insurance with statutory benefits limits required by State of Massachusetts of state laws and employer's liability insurance with minimum limits of \$1,000,000.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a minimum of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage.

Such insurance may be arranged under single policies for the full limits required or by a combination of underlying policies with the balance provided by umbrella liability insurance. The umbrella liability insurance shall provide coverage following the form of and as broad as that of the underlying primary policies.

Subcontractor shall submit a certificate of insurance to Waldron evidencing that the required coverage's are in effect and such insurance coverage shall extend at least through any specified guarantee period, and shall be in force before any work is started or services provided. Each certificate shall name Waldron and MRMC as an additional insured on a primary and noncontributory basis (other than Workers' Compensation and Professional Liability Insurance) and provide at least 30 days notice to Waldron and MRMC prior to any cancellation, Non-renewal or modification of coverage.

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GC-12 CHANGES Waldron may at any time direct in writing additions, deletions or changes to all or any part of the services, and the Subcontractor agrees to perform such services as changed. If any such change causes an increase or decrease in the cost of or in the time required to perform such services, an equitable adjustment shall be made to the price or time of performance or both and the Subcontract shall be modified accordingly.

GC-13 CONDITION FOR PAYMENT Subcontractor shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the services hereunder. Waldron may, as a condition precedent to any payment hereunder, require Subcontractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any such unpaid claim, Waldron may withhold any payment until Subcontractor shall furnish such evidence of payment and release and shall indemnify and defend Waldron against any liability or loss against from any such claim.

GC-14 RECORDS Subcontractor agrees to maintain one complete set of records and books of account kept in accordance with generally accepted accounting principles satisfactory to Waldron, showing all expenditures of whatever nature made pursuant to the provisions of this Subcontract. Subcontractor shall furnish Waldron with such records, information and data as may be required. Waldron shall at times have the right to inspect and audit such books and records and Quality Control and Assurance procedures as Waldron deems necessary.

GC-15 TERMINATION Waldron may by written notice (5 day notice) to Subcontractor terminate this Subcontract in whole or in part at any time, either for Waldron's convenience or for the default of Subcontractor. Upon such termination, all data, plans, specifications, reports, estimates, summaries, completed services and services in progress, and such other information and materials as may have been accumulated by Subcontractor and its employees in performing this Subcontract shall, in the manner and to the extent determined by Waldron, become the property of and be delivered to Waldron.

If the termination is for the convenience of Waldron, an equitable adjustment shall be made by agreement between Subcontractor and Waldron in the compensation to be paid Subcontractor under this Subcontract but no amount shall be allowed for anticipated profit on unperformed services.

Subcontractor may by written notice (10 day notice) to Waldron terminate this Subcontract for Default of Waldron. However, upon such notice Waldron shall be given a 7 calendar day cure period to cure said default.

GC-16 APPLICABLE LAW This Subcontract shall be governed by the laws of the State of Massachusetts.

GC-17 CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other in respect to any consequential loss or damage including but not limited to any loss of profit, loss of use, loss of production or business interruption suffered by the other arising in connection with the Work, however such loss or damage may be caused including negligence, strict liability and/or breach of contract of either party.

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TECHNICAL SERVICES SUBCONTRACT

Shapiro-BTM Energy Resiliency Project

Technical Services Subcontract No. 360.02-TSC-001A

Exhibit "B"

Compensation and Scope of Services

I. COMPENSATION

The Lump Sum payment terms set forth herein are firm, and shall constitute full payment for the services to be performed under this Subcontract, and shall include all applicable taxes, costs and expenses of whatsoever nature incurred by Subcontractor in accomplishing the Services in accordance with the provisions of this Subcontract. Subcontractor shall be entitled to payment only for the services actually performed in accordance with the Subcontract.

The Lump Sum price for performing the Services and Equipment in US \$ (US dollars)

All-in Expenses (travel, lodgings, meals, per-diem, computer fees, printing, postage, delivery, etc.)

- Included above

Invoicing and Payment

Invoices shall be in such form and reasonable detail together with supporting documentation and certifications Waldron may require.

Invoices shall be submitted to Waldron for work performed the previous month. YOU MUST SUBMIT BY THE 4TH DAY OF THE FOLLOWING MONTH TO BE WRAPPED INTO WALDRON'S INVOICE TO THE CLIENT FOR THE PRECEEDING MONTH. Invoices submitted after the 4th will be wrapped into next month's project billing.

Please send One (1) original of all invoices to Waldron via EMAIL at the following addresses:

Attn: Ms. Sarah Morgan (Financial); smorgan@waldron.com

Attn: Mr. Jeremy Smith (Project Manager); jsmith@waldron.com

Payment to Subcontractor will be made within 30 days of receipt of invoices for services included on the invoice if received by the 4th, or 60 Days if received on the 5th to the end of month.

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II SCOPE OF SERVICES

General:

Professional SERVICES for the project name.

Work and materials as detailed in attached scope of work documents:

- **Prepare Conservation commission Filing**

Deliverables:

Subcontractor shall produce the following work product:

Conservation Commission Filing

Communication of Work Product Deliverables:

Subcontractor shall provide to Waldron electronic files of all engineered work product produced for the tasks above.
Subcontractor email comments/drawings/forms to the following addresses:

jsmith@waldron.com

Schedule:

Perform SERVICES and submit deliverables to Waldron on or before the following dates:

- File Conservation Commission application for next Meeting
- Attend Meeting to represent the project

Seasonal Brook

New Energy
Storage System



360.02-MRMC Energy Resiliency Project Equipment Pad & Slope Regrading



360.02-MRMC Energy Resiliency Project Equipment Pad & Slope Regrading

