



GRANNY'S ALLIANCE HOLDINGS, INC RESPONSE AGREEMENT

### First Response Disaster Assistance

Date: November 1, 2012

("Contract Owner") \_\_\_\_\_

POC: Jennifer Velez "Jennifer Velez" <Jennifer.Velez@dhs.state.nj.us>

ADDRESS: \_\_\_\_\_

Project Schedule: November 3, 2012 – November 18, 2012 with options to extend \_\_\_\_\_  
**1<sup>st</sup> Meal to be served Saturday Dinner, November 3, 2012**

Project Location: Location #1 \_\_\_\_\_ Location #2 \_\_\_\_\_  
Location #3 \_\_\_\_\_ Location #4 \_\_\_\_\_

Equipment: Reference Proposal SOW

Rental Price: 8000 person minimum guarantee @ \$235.00 pppd 15 day minimum (regardless of 10 day usage)  
Day 16-30 \$199.00 pppd  
Day 31-60 \$183.00 pppd  
Day 60-90 \$175.00 pppd

Mobilization: Rough Estimate for Mob/Site Work/ Erect \$225,000.00 / camp  
Demobilization Rough Estimate for Demob / Take Down / Site Restoration/ \$225,000.00 / camp

Site Selection: We will do everything in our power to keep site Costs, etc under the above ROM's. We are anticipating in these costs that we will put two camps on the Monmouth Raceway Site as it is well suited for that configuration.

Commodities and / or personnel provided over and above the minimum guarantee may be subject to additional per person charges as specified in CONTRACTOR's Proposal. Options to extend term of Agreement and per day rate may be re-negotiated upon mutual agreement of the parties.

Deposit Due: Mobilization / per camp and 1 day operation = \$ \$2,780,000.00

Invoicing: Upon Agreement of Terms and Conditions, Initial Deposit requirement with Invoicing each 7 days, Net 5, or as per each agreement Terms and Conditions.

Balance Due: Upon Final Invoice Receipt

Owner Initials RMH  
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**Contract Owner Responsibilities:**

- Location must be immediately accessible to 18-Wheeler truck and trailer rigs, level and dry.
- Provided site must include adequate space to place in service both Contractor &/or any Owner provided camp facilities & operating equipment.
- Provided site must include adequate space for staging of assets, parking, equipment & materials storage, consumable supplies storage and accessible solid waste containment.
- Site Prep and Restoration to be separately invoiced along with any unknowns.
- Change orders acceptable.
- All agreed upon power sources and/or equipment provided by Owner must be in good working order.
- Owner to include in daily head count meals, showers, restroom facilities and other on-site needs for CONTRACTOR crews while under contract and/or on-site.
- Permits and fees to be invoiced outside the ppdd rate to Owner
- Owner to provide declaration of Emergency for vehicle transportation.
- Owner agrees to pay all retainers or deposits in a timely manner, if included in Master Agreement.
- Agreement, Certificate of Insurance and Deposit required prior to mobilization.

**GAH (Contractor) Responsibilities:**

- Based on SOW, GAH may provide additional terms and conditions upon contract negotiations.
- GAH will conduct all services in a businesslike manner.
- GAH will maintain equipment area in good condition, reasonable wear and tear excepted.
- GAH shall remove all trash and garbage to a convenient common area provided by Customer
- GAH shall keep all equipment in clean, sanitary and compliant with Board of Health requirements.
- GAH will comply with all applicable local, state & federal codes & regulations.
- GAH shall perform Scope of Work (SOW) for the herein designated project.

**Payment:**

All rent and or other charges due under this Agreement will require deposit as listed upon reservation. The remainder is due as stated herein. Certain agreements require retainers and/or deposits prior to the emergency or an event deployment. Any unpaid retainers or deposits will void agreement.

Any unpaid invoices shall bear interest at one and one-half percent (1.5%) per month, compounded monthly until the unpaid balance has been paid, without prejudice to the rights of the Contractor. Owner agrees to pay for all reasonable costs related to collecting payments due to Contractor.

**Acceptance:**

Owner agrees that Owner's signature on these terms confirms that GAH proposal, and these terms and conditions, have been accepted.

**Insurance:**

Owner shall furnish each GRANNY'S ALLIANCE HOLDINGS, INC with a certificate of insurance and provide like insurance as approved by GAH against bodily injury, including death and property damage with coverage of at least \$1,000,000.00 single occurrence and stands responsible for any injury or damage incurred during contract application caused by Owner negligence or site issues.

GAH shall procure and keep in force during the term of this Agreement workmen's compensation and public and product liability insurance in the following limits covering its food services under this Agreement.

Bodily Injury	\$1,000,000.00 each occurrence and \$2,000,000.00 aggregate
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Owner Initials RMH  
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Property Damage \$1,000,000.00 each occurrence and  
\$1,000,000.00 aggregate

GAH shall furnish Owner with a certificate of insurance evidencing the coverage herein stated.

Each insurer shall have an A.M. Best (or equivalent) rating of at least A VII unless otherwise agreed to by the Owner. The Certificate Holder on the Certificate of Liability Insurance is identified as:

The endorsement form shall list \_\_\_\_\_ its employees and agents as additional insured.

**Indemnification:**

Each Party ("Indemnifying Party") agrees to indemnify, save harmless and defend the other Party ("Indemnified Party") from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which the Indemnified Party may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) the Indemnifying Party's breach of any term of this Agreement, or (2) the negligence or willful misconduct of Indemnifying Party, its employees or agents. Owner shall not be liable to GAH for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

**Independent Contractor & Contractor's Staff:**

GRANNY'S ALLIANCE HOLDINGS, INC is, and shall be considered, an independent contractor. This Agreement is not intended, and shall not be construed, to create any relationship of agency, master-servant, employee-employer, partnership, joint venture or association. GAH is solely responsible and liable for withholding, unemployment insurance benefits, income tax withholding, FICA and other aspects of employment of its employees and Customer shall have no responsibility or liability with respect thereto. GAH shall provide the required personnel to perform all work in accordance with the specifications set forth herein. GAH's employees shall have the ability to communicate in the English language proficiently.

Owner may at any time give GAH written notice to the effect that the conduct or action of a designated employee of GAH is, in the reasonable belief of Owner, detrimental to the interest of Owner. GAH shall transfer or discharge any such employee within a reasonable amount of time following notice thereof by Owner.

Owner shall require GAH to establish an identification system for GAH personnel. The identification system shall be furnished at GAH's expense and shall include appropriate uniform and/or name badges as specified by Owner. Owner shall provide GAH with instructions and/or samples of identification credentials, badging, etc., to be carried / displayed by all Owner personnel while on the project site.

GAH shall require each of its employees to adhere to customary standards of working attire. These are basically: uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times. In addition, workers will be instructed that:

- Persons serving food must have clean hands at all times, clean outer garments, adequate hair restraints (caps or hairnets), and not suffer from respiratory, intestinal, or skin infections.
- They must wash their hands before handling food and at frequent intervals.
- Persons serving food may not smoke in food booths or near serving areas. There is no smoking permitted in the building or anywhere on Owner's property, unless an area is clearly designated as a 'smoking permitted area'.
- Food service workers should avoid direct contact with food, and should instead use scoops, tongs, or disposable gloves.

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- Food service workers must wash their hands each time they leave the stand, after taking breaks, or using toilet facilities.

GAH shall conform to and abide by all municipal, State and Federal laws and regulations, insofar as the same or any of them are applicable, and as they may be amended; and where permits and/or licenses are required for the prescribed services and authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover.

GAH shall indemnify and hold harmless Owner from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of GAH or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

**Compliance With The Law**

GAH will comply with all applicable federal, state, municipal and local laws, ordinances and regulations, in existence now or created during the term of this Agreement.

**Notice:**

All notices between Customer and GAH provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly delivered when personally served upon the party or, in lieu of such personal service, when deposited in the United States mail, certified mail, postage-prepaid, return receipt requested, addressed as follows (or as either party shall last have designated by written notice to the other):

If to Owner:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to Contractor:

**GRANNY'S ALLIANCE HOLDINGS, INC**

105 Fernwood 228.222.4884 MS Office  
 Pass Christian, Ms. 39571 866.862.0153 (fax)

Susan Heisey 503.332.2573 (cell) [susan@grannysalliance.com](mailto:susan@grannysalliance.com)

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**Termination:**

In the event of a breach of this Agreement by either GAH or Owner, the other party shall give written notice of the breach with the right to cure the breach within ten (10) days. If said breach is not cured within said period, said complaining party shall have the right to terminate this Agreement.

Owner may terminate this Agreement for cause if (1) GAH fails to provide services as specified in this Agreement, (2) GAH violates applicable law or (3) GAH fails to meet expected standards of operation. Owner shall provide GAH with written notice of the conditions endangering performance. If GAH fails to remedy the conditions within ten (10) days from the receipt of the notice, Owner shall have the authority to terminate the agreement for cause effective immediately or as of any later date specified by Owner; provided, however, that if GAH's breach involves a health or safety issue, Owner may terminate this Agreement, such termination to be effective on the date set forth in Owner's notice of termination, not earlier than the date of receipt of such notice. The termination of this Agreement pursuant to this section shall be without prejudice to any claim which the parties may have against one another growing out of the default, and no failure of either party to exercise its rights under this Agreement shall operate as a waiver of any other right, power or privilege or of such right, power or privilege arising at another time. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

**Subcontracts and Assignment**

GAH may subcontract with vendors on occasion to fulfill its obligations under this Agreement without the advance written consent of Customer.

In the event of any subcontract or assignment, GAH will remain liable to Owner as principal for the performance of all obligations under this Agreement.

**Order of Precedence:** In the event of any conflict between the terms and conditions of this Agreement and GAH's proposal, this Agreement shall take precedence.

**Governing Law:**

This Agreement shall be governed and interpreted in accordance with the laws of the state of Mississippi which shall determine the rights of the parties.

**Cancellation Policy:**

At the time Owner signs the agreement, the specified deposit is required to be paid. The Owner shall forfeit the deposit fee if the Owner cancels. If an event is rescheduled, the deposit will reserve the Equipment within one year.

All parties hereto have read and understand the terms and conditions of this agreement.

Granny's Alliance Holdings, Inc.:

Owner:

Signature: \_\_\_\_\_

Signature: Robert M. Ha  
PRESIDENT, NJ BPH

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The following "ATTACHMENT 01 - SCOPE OF WORK" is to be Initialed by the Contractor and Owner, and is to be incorporated herein.

Owner Initials RMH  
Date 11/2/2012

**ATTACHMENT 01 – SCOPE OF WORK**

The general Scope of Work (SOW) includes providing Emergency Response Facilities and Support Services, also referred to as Emergency Response Camps (ERC'S), full response support services inclusive of camp design, mobilization, site preparation, installation, management and operation, demobilization and site restoration at the Project Site provided by the Owner to the Contractor.

The Contractor shall provide all necessary labor, supervision, equipment, tools, materials, fuel, and supplies required to provide the items and services described herein. The Contractor shall have the ability to provide for multiple ERC's simultaneously to house Owner designated personnel in disaster affected areas. Contractor services shall include:

- Emergency Response Camp
- Mobilization & Site Preparation
- Installation and maintenance of all contractor provided equipment
- All services necessary to effectively and efficiently manage and operate the ERC
- Demobilization
- Site Restoration
  
- *Mobilization, Site Preparation, Facilities and Equipment Installation shall be priced and invoiced as separate Cost Line Item Numbers (CLIN's), additional SOW and invoiced outside the applicable Cost Per Person Per Day (PPPD rate) for the ERC including Operations and Maintenance (O&M) rate per person per day.*
- *Demobilization, Facilities & Equipment Take-down and Removal and Site Restoration shall be priced and invoiced as separate Cost Line Item Numbers (CLIN's), additional SOW and invoiced outside the applicable Cost Per Person Per Day (PPPD rate) for the ERC including Operations & Maintenance (O&M) rate per person per day.*

The Contractor may/shall when required:

- House all authorized camp occupants with, but not limited to, sleeping units, tents or modular units to meet all applicable design loads for wind, snow, seismic, flood and other potential hazards,
- Equip all facilities with air conditioning and heating (HVAC) as needed to meet all local environmental conditions and maintain habitable conditions (with ambient temperatures ranging from 69 degrees to 72 degrees F) inside Contractor provided and operated facilities.
- Install and maintain leveled floors,
- Provide bedding to include cots, blankets, linens and pillows.
- Provide meal services including: kitchen & dining,
- Provide limited recreation facilities (if requested by the Owner),
- Provide an operations center with administrative support including occupant (ID) cards, etc.
- Provide medical unit (if requested by the Owner),
- Provide refrigerated trucks and food supplies storage (frozen, cold & dry as applicable) in accordance with local health codes and regulations.
- Provide ablution units & water systems including: Shower units, Hand wash units, Potable (drinking) water, Water purification and Manifold distribution systems if required, Toilets, On-site manifold distribution of black and grey water and Associated on-site sanitation systems, including provision for wastewater removal and disposal.
- Camp & Grounds maintenance to include: Housekeeping, Janitorial, Groundskeeping.
- Provide complete laundry service, to include clean & fold service for camp occupants.
- Industrial generators & power generation and distribution systems,
- Additional services such as basic Medical services and ambulance on-site..
- MWR area equipped with TV, relaxation area, beverage bar.
- Additional site equipment including: Light towers, fencing, access control and barricades, etc.
- Safety, security & protection services including equipment & personnel as needed.

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The Contractor shall provide the Owner with daily camp operations reports to include: Meal counts, Occupancy and Camp activities / operations logs.

The Contractor shall provide the Owner with additional updates, such as impending weather conditions which could impact Camp operations, etc., as such relevant information is gathered.

SITE # 1 GOVERNMENT POC \_\_\_\_\_  
UTILITY CO POC \_\_\_\_\_

GAH POC \_\_\_\_\_

SITE #2 GOVERNMENT POC \_\_\_\_\_  
UTILITY CO POC \_\_\_\_\_

GAH POC \_\_\_\_\_

SITE #3 GOVERNMENT POC \_\_\_\_\_  
UTILITY POC \_\_\_\_\_

GAH POC \_\_\_\_\_

SITE #4 GOVERNMENT POC \_\_\_\_\_  
UTILITY POC \_\_\_\_\_

GAH POC \_\_\_\_\_

Owner Initials RMH  
Date 11/2/2012