

CONTRACT FOR SERVICES

THIS AGREEMENT, is made and entered into on June 3, 2014 (“Effective Date”) between RELATED CONSTRUCTION SERVICES with offices located at 29364 Castlehill Drive, Agoura Hills, CA 91301 (“Contractor”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”). Each of the foregoing are referred to individually herein as a “Party” and collectively the “Parties.”

WITNESSETH:

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended (42 U.S.C. § 5121-5207) (the “Stafford Act”), portions of the State of New York (“State”) received major disaster declarations as a result of Hurricane Sandy, Hurricane Irene, and Tropical Storm Lee (the “Storms”);

WHEREAS, the State has received an allocation of Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds from the United States Department of Housing and Urban Development (“HUD”) for the purpose of providing assistance to recover from the Storms;

WHEREAS, HTFC is authorized to administer CDBG-DR funds in the State;

WHEREAS, HTFC seeks Contractor services in order to assist HTFC in administering these funds (Exhibit A) (also referred to herein as the “Scope of Services”);

WHEREAS, the Contractor is engaged in the business of providing the types of services set out in the Scope of Services of this Agreement;

WHEREAS, HTFC and Contractor desire to enter into this Agreement, under which Contractor shall provide all or some portion of the above-referenced Scope of Services pursuant to this Agreement and a relevant task order(s) (“Task Order(s)”) (“Services”);

WHEREAS, HTFC is the signatory to this Agreement, the Governor’s Office of Storm Recovery (“GOSR”) and its representatives shall administer the day-to-day activities and operations set forth herein and in any Task Order(s); and

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. General Obligations of the Contractor.

(a) This Agreement incorporates by reference as if set forth herein the Contractor's proposal dated May 29, 2014 and any subsequently submitted documents, communications and representations ("Proposal Documents") utilized by HTFC/GOSR in evaluating the Contractor for award of this Agreement.

(b) This Agreement sets forth the general terms and conditions governing the entire Scope of Services (Exhibit A) that HTFC/GOSR may seek and the actual Services obligated by HTFC pursuant to a properly executed Task Order. This Agreement alone does not obligate compensation to be paid by HTFC or Services to be performed the Contractor. Services and compensation for such Services shall only be obliged upon the proper and complete execution of a Task Order.

(c) The Contractor shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including the regulations governing CDBG-DR funds and the requirements for contracting with the State of New York. Some, but not all, of the requirements are incorporated by references in Appendix I – III. Any failure by the Contractor to thoroughly familiarize itself with and understand such matters shall not relieve the Contractor of its obligations under this Agreement or any Task Order hereunder.

(d) The Contractor shall perform the Services contained in any Task Order in a diligent, safe, and workmanlike manner that conforms to generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services. The

Contractor will perform work under this contract by competent personnel under the management, supervision, and direction or employment of, the Contractor.

(e) The Contractor shall commit adequate resources to perform the Services.

2. General Obligations of HTFC/GOSR.

(a) HTFC agrees to compensate the Contractor for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the cognizant Task Order and at the rates established in Exhibit B (also referred to herein as the "Fee Schedule"). Contractor agrees that in no event will HTFC pay the Contractor more than \$50,000 ("Total Fee") for the Services under all Task Orders under this Agreement. The Contractor under no circumstances shall exceed the Total Fee without a properly and fully executed modification placed against this Agreement. HTFC will not be obligated to remit payment to the Contractor for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Contractor shall not be obligated to continue performance if to do so would cause the Contractor's fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

(b) HTFC/GOSR shall, in its sole discretion, determine the extent to which it will use the Services of the Contractor. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.

(c) Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with the Contractor. The Contractor shall not restrict HTFC from contracting with other entities for any or all of the Services contained in the Scope of Services.

3. Task Order Contract. All Services and compensation shall be obligated pursuant to a Task Order, which shall include: 1) a statement of work that will set forth the specific Services and quantity of such Services; and 2) the compensation and payment schedule of such compensation based upon the fees set forth in the Fee Schedule at Exhibit B.

4. Period of Agreement. This Agreement shall commence as of the Effective Date and shall terminate one (1) year from the Effective Date. Any extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement, as provided for in Appendix II. If the Agreement is not modified, unless otherwise instructed by

HTFC, by the end of the period of the Agreement, Contractor shall deliver any and all Property belonging to HTFC to a location designated by HTFC/GOSR. In addition, the Contractor, at no additional cost, shall: (a) cooperate fully at the direction of HTFC/GOSR in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services. For the purposes of this provision, "Property" means all tangible and real property owned or leased by HTFC. HTFC Property includes both HTFC/GOSR-furnished and Contractor-acquired property. HTFC Property includes material, equipment, special tooling, special test equipment, and real property. Intellectual property shall be governed by Appendix I, Article 8.

5. Contractor Representations and Warranties. The Contractor represents, covenants and warrants that:

(a) The Contractor is a company in good standing and qualified to carry on business in the State of New York and has the approval, capacity, and authority to enter into this Agreement and to perform the obligations of the Contractor under this Agreement;

(b) This Agreement does not in any way conflict with any other agreements of the Contractor;

(c) The Contractor possesses the business, professional, and technical expertise, and training required to perform the Services;

(d) The Contractor has or shall obtain, or cause to be obtained, all personnel necessary, with appropriate education, experience and expertise, to undertake and provide the Services in a manner satisfactory to HTFC/GOSR.

(e) The Contractor possesses the equipment, facilities, and employees to perform the obligations under this Agreement;

(f) The Contractor and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all material permits, licenses, certificates, or approvals required by applicable Law necessary to perform the Services; and

(g) That all documents, including, but not limited to, invoices, billings, back-up information for invoices, and reports submitted by the Contractor to HTFC/GOSR in connection with the Services are complete and accurate to the best of the knowledge of the Contractor. The

Contractor represents that HTFC/GOSR, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Contractor agrees to promptly notify HTFC/GOSR upon discovery of any instances where the Contractor becomes aware of any discrepancies in relation to documents under this Section 5.

6. Inspection & Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this Agreement. HTFC/GOSR reserves the right to inspect or test any deliverables or Services that have been tendered for acceptance. HTFC/GOSR may require repair or replacement of nonconforming Services at no increase in compensation. If repair/replacement or reperformance will not correct the defects or is not possible, HTFC/GOSR may seek an equitable price reduction or adequate consideration for acceptance of nonconforming Services. HTFC/GOSR must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

7. Payment Process and Accounting Procedures.

- (a) Payment for all Services shall be made in United States currency.
- (b) Payment will be made upon receipt of an accurate and complete invoice from the Contractor for Services rendered, in conformance with the Task Order's payment schedule.
- (c) HTFC/GOSR reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.
- (d) Except as may be specifically provided in the Task Order, the Contractor is solely responsible for all the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.
- (e) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized by HTFC) to

Housing Trust Fund Corporation
Hampton Plaza
38-40 State Street
Albany, NY 12207

An invoice must include—

- i. Name and address of the Contractor;
- ii. Invoice date and number;
- iii. Task Order number;
- iv. Description of Services, quantity of Services, unit or rate of measure of the items delivered;
- v. If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- vi. Terms of any discount for prompt payment offered;
- vii. Name and address of official to whom payment is to be sent;
- viii. Name, title, and phone number of person to notify in event of defective invoice; and
- ix. Additional information as reasonably required by HTFC/GOSR.

(f) All amounts paid by HTFC to the Contractor are subject to audit by HTFC/GOSR, as set forth in Section 10 of this Agreement.

(g) Payment will only be made to Contractor via ACH (Automated Clearinghouse) transfer, i.e., direct deposit to the Contractor's account. Contractor must provide HTFC with a completed Designation of Depository for Direct Deposit of HTFC Funds form (a copy of which is attached as Exhibit C). Contractor is solely responsible for the information provided on the form and for updating it as necessary.

(h) Payments are made pursuant to HTFC's Prompt Payments Policy, a copy of which may be obtained from HTFC's Assistant Treasurer at the address indicated above.

(i) Payment received hereunder shall be the full and complete satisfaction of any and every claim resulting from the approved items in such requisition.

(j) HTFC's payment of all or a part of an invoice shall neither relieve the Contractor of any of its obligations under this Agreement nor constitute a waiver of any claims by HTFC.

8. Termination of Agreement.

(a) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement (the "Breach"), HTFC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of HTFC, become HTFC's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to HTFC for damages sustained by HTFC by virtue of any Breach of the Agreement by the Contractor, and HTFC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due HTFC from the Contractor is determined.

(b) Termination for Convenience. HTFC may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) business days before the effective date of such termination. If this Agreement is terminated by HTFC as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(c) Upon termination of this Agreement, the Contractor, at no additional cost, shall: (i) cooperate fully at the direction of HTFC in the orderly transition of the Services to its successor; and (ii) undertake the orderly cessation of the Services.

9. Supervision of Services.

(a) HTFC may, upon reasonable prior notification, call meetings which shall be attended by representatives of the Contractor.

(b) The Contractor will cooperate with HTFC/GOSR at all times during the performance of Services and promptly study and act upon, as is commercially reasonable, all HTFC/GOSR recommendations and proposals.

(c) The Contractor shall cooperate with HTFC/GOSR in promptly completing and submitting all documents and records required by HTFC/GOSR or other authorized representative of the State of New York and otherwise comply with all applicable orders, administrative rules, regulations and procedures of HTFC/GOSR for the proper administration of the Services.

10. Audit and Inspection Rights. HTFC's/GOSR's access to records, audit and inspection rights are subject to the provisions set forth in Appendices I and II. Notwithstanding the time periods set forth therein, Contractor shall maintain all records connected with this Agreement for a period of at least six (6) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later.

11. Indemnity & Insurance.

(a) Indemnity: Contractor shall and hereby agrees to hold harmless, defend (with counsel acceptable to HTFC) and indemnify HTFC and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, directors, officers, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of Contractor in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Contractor to indemnify and reimburse HTFC for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in HTFC's enforcement of this Agreement or any portion thereof against Contractor or otherwise arising in connection with Contractor's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

(b) Insurance: Contractor shall procure and maintain without interruption, at its sole cost and expense, insurance of the type, and with limits and deductibles, as follows:

- i. Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance in a limit not less than Two Million Dollars (\$2,000,000) aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis. HTFC shall be named as an additional insured.

The Contractor shall provide Certificates of Insurance to HTFC prior to the commencement of work, attached hereto as Exhibit D.

12. Assignment and Subcontracting.

(a) The Parties' rights regarding assignment and subcontracting are subject to terms of Appendix II. The right to assign this Agreement or subcontract any of the Services under a Task Order to this Agreement is generally prohibited without prior written approval of HTFC.

(b) Any change of control by the Contractor, shall be deemed an assignment that requires prior written consent. A "change of control" includes any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of the Contractor.

(c) As part of any subcontract hereunder, after Contractor receives written approval, the Contractor must incorporate the terms of this Agreement in its subcontract so that the terms apply in the same manner and with the same effect as set forth in this Agreement and Task Orders hereunder. If the Contractor does subcontract out any portion of the Services, after notice and consent are given, nothing contained in this Agreement or otherwise, shall create any contractual relationship between HTFC and the Contractor's subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to HTFC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from HTFC's obligation to make payments to the Contractor. As a result, HTFC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

13. Compliance with Law.

(a) The Contractor shall comply with all Law applicable to this Agreement and the Services performed hereunder.

(b) The Contractor shall promptly notify HTFC in writing upon discovery of any failure, or any allegation of any failure, of the Contractor to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.

(c) Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

14. Miscellaneous Provisions.

(a) Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.

“Force Majeure” means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects preventing safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time.

(b) Calendar Days. Any reference to the word “day” or “days” herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.

(c) No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction or any party in connection therewith.

(d) Authorization. The Contractor, or the representative(s) signing this Agreement on behalf of the Contractor, represents and warrants that the Contractor has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement, have the authority to execute this Agreement on behalf of the Contractor and to bind the Contractor to its contractual obligations hereunder.

(e) Survivability. Notwithstanding any other provisions of this Agreement or a Task Order hereunder, or any general legal principles to the contrary, any provision of this Agreement, including all Appendices, Exhibits, Task Orders, modifications and any other related Agreement document that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Agreement.

(f) Notices. Notwithstanding the Notice requirements in Appendix II, all notices and other communications given hereunder shall be in writing and delivered by hand or mailed by United States first class registered or certified mail, return receipt requested. Notice shall be deemed to have been given, if delivered by hand, when actually received by the Party being notified, or, if mailed, when addressed:

(i) if to the CONTRACTOR, as follows:

RELATED CONSTRUCTION SERVICES

[REDACTED]
CFO
29364 Castlehill Drive
Agoura Hills, CA 91301
[REDACTED]

and (ii) if to HTFC, to the attention of and at the following address:

HTFC/GOSR
[REDACTED]
General Counsel
Governor's Office of Storm Recovery
25 Beaver Street
New York, NY 10004
[REDACTED]

(g) Order of Precedence. This Agreement and all attachments and Exhibits hereto, and all referenced documents, constitute the entire agreement between the Parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document shall be construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere in this Agreement, any conflicts in this Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:

- i. Appendix I – HUD General Provisions
- ii. Appendix II – Standard Clause for all HTFC Contracts
- iii. Appendix III – Diversity Forms
- iv. Appendix IV – Construction Related Terms and Forms (if applicable)
- v. The applicable Task Order
- vi. This Agreement
- vii. Exhibit A – Scope of Services
- viii. Exhibit B – Fee Schedule
- ix. Proposal Documents
- x. Exhibit C – Designation of Depository for Direct Deposit of HTFC Funds
- xi. Exhibit D- Certificate of Insurance

IN WITNESS WHEREOF, the Parties executed this Agreement on the day and year first above written.

RELATED CONSTRUCTION SERVICES

By: [Redacted]

Name: Najua Awar-Raslan

Title: President

Date:

HOUSING TRUST FUND CORPORATION

By: [Redacted]

Name: Seth Diamond

Title: Program Director

Date: 7/11/12

APPROVED AS TO FORM: [Signature]

By: [Redacted]

LISA BOVA-HUTT

Printed Name
GOSR Counsel

APPROVED AS TO FINANCIAL SUFFICIENCY:

By: [Redacted]

Printed Name: Robert P. Miller
GOSR Chief Financial Officer

EXHIBIT A
SCOPE OF SERVICES

The HTFC is seeking the services of Related Construction Services {"Contractor"} to provide management and writing services for the development of requests for proposals, request for qualifications and technical support throughout the lifecycle of the proposal/qualification process.

1. **Project Overview:** Contractor will support HTFC in meeting its Key Objectives, as defined below, including the following scope of services {"The Services"}:
 - i. Research and develop scope of services for various disciplines
 - ii. Research and develop a proposal schedule
 - iii. Research and develop budget requirements and price proposal methodology and evaluation recommendations.
 - iv. Research and develop required qualifications of respondents
 - v. Research and develop required standards of experience for particular disciplines
 - vi. Write required Request for Proposals and Requests for Qualifications and assist in disseminate for review and approval

2. **Key Objective #1:** Provide management and writing services to assist the Governor's Office of State Recovery (GOSR) in the development of RFP/Q and technical support throughout the RFP/Q life cycle process.
 - a. **Deliverables for Key Objective:**
 - i. Completed Request for Proposals and Request for Qualifications documents
 - ii. Proposal timelines developed in conjunction with GOSR
 - iii. Participation in pre bid conferences
 - iv. Compile and respond to questions from proposers
 - v. Prepare addendum(s)
 - vi. Prepare all scoring sheets, moderate all selection meeting and post determinations

 - b. **Acceptance Criteria for Key Objective: Approval of Contractor deliverables by the GOSR and staff ("Acceptance Criteria").**

3. **Key Objective #2: N/A**

EXHIBIT B
FEE SCHEDULE

Applicable SOW: Assist the Governor’s Office of Storm Recovery (GOSR) in the development of requests for proposals, requests for qualifications and provides technical support throughout the lifecycle of the proposal or qualification process.

| Title | Number | Hours/ Month | Rate/ Hour | Monthly Cost |
|-----------------|--------|-----------------|---------------|-----------------|
| Project Manager | 1 | | | |
| Analyst | 1 | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | |

Project Manager – Will take the lead role in drafting and development of the RFP/Q. Acts as the main point of contact with the GOSR and its staff. Responsible for developing and issuing the RFP/Q from initial planning through advertisement, evaluation, selection and award.

Analyst – Assists the PM in the development of the RFP/Q and provides as needed support including document reviews, material research, scheduling, coordinating and preparing meeting minutes, correspondence, and internal support resources.

Schedule of Payments

Monthly billings for services rendered.

State of New York
Housing Trust Fund Corporation
 _____ Program

DESIGNATION OF DEPOSITORY FOR DIRECT DEPOSIT OF HTFC FUNDS
SECTION I (to be completed by Recipient)

| | |
|---|---|
| Recipient RELATED CONSTRUCTION SERVICES | SHARS ID # |
| Recipient Address 29364 CASTLEHILL DRIVE AGOURA HILLS, CA 91301 | Contact Person (Name & Phone #) [REDACTED] |

The MONTECITO BANK AND TRUST

 (Name of Recipient's Financial Institution)

has been designated as the depository for all funds to be received from the Housing Trust Fund Corporation (HTFC) resulting from an award under the above SHARS ID.

I certify that all HTFC funds shall be deposited in an account at the above-referenced financial institution, which is covered by federal deposit insurance.

| | |
|---|---------------|
| [REDACTED] | JUNE 13, 2014 |
| Signature of Authorized Representative | Date |
| BASSAM RASLAN | CFO |
| Typed Name of Authorized Representative | Title |

SECTION II (to be completed by Financial Institution)

| |
|---|
| Name of Financial Institution [REDACTED] |
| Address [REDACTED] |

Routing Number [REDACTED]
 Account Number [REDACTED]
 Account Type Checking Account Savings Account [REDACTED]

The account identified above has been established with this bank. All necessary documentation, including a power of attorney where necessary, which will enable this bank to receive funds directly from the Housing Trust Fund Corporation without any endorsement by the payee, has been received and is in this depository's custody. Immediately upon deposit of HTFC funds in the above account, we will notify the Recipient and subsequently provide a copy of the documentation of deposit.

| | |
|--------------------------------------|------------------|
| [REDACTED] | 6-13-2014 |
| Signature of Authorized Bank Officer | Date |
| <u>Personal Banker</u> | [REDACTED] |
| Title of Authorized Bank Officer | Telephone Number |