

DISASTER RECOVERY AND PROJECT MANAGEMENT AGREEMENT

This **Disaster Recovery and Project Management Agreement** (this "Agreement"), dated and effective December 12, 2016, is between the West Virginia Development Office, a division of the West Virginia Department of Commerce ("WVDO"), and HORNE LLP, a limited liability partnership authorized to do business in the state of West Virginia ("Horne") (sometimes, collectively, the "Parties").

RECITALS

WHEREAS, in 2016, the federal government appropriated certain disaster recovery and assistance funds to the State of West Virginia;

WHEREAS, the United States Department of Housing and Urban Development ("HUD") Community Development Block Grant Disaster Relief ("CDBG-DR") Program is distributing a portion of the appropriated funds to the state of West Virginia in response to historic flooding that occurred in June of 2016 (the "Disaster Project");

WHEREAS, the WVDO is the agency responsible for administering the CDBG-DR program on behalf of the state of West Virginia;

WHEREAS, Horne is a national accounting and consulting firm qualified and experienced in facilitating project management services under CDBG-DR;

WHEREAS, the WVDO desires to engage Horne to provide project management services to support the development and implementation of its CDBG-DR program and Horne desires to provide such services to the WVDO, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and compensation described in this Agreement, the WVDO and Horne agree as follows:

- 1. Engagement to Provide Project Management Services.** The WVDO shall engage Horne to assist the WVDO manage the Disaster Project and Horne shall provide the services described in this Agreement to assist the WVDO manage the Disaster Project.
- 2. Term.** This Agreement begins on December 12, 2016, and ends on December 12, 2017, unless otherwise sooner terminated in accordance with paragraph 7 of this Agreement. The Parties may extend the term of this Agreement by executing a written amendment in accordance with Paragraph 12 of this Agreement.

3. WVDO Responsibilities.

- a. **Compliance.** The WVDO shall administer the use of CDBG-DR funds and ensure that Horne complies with applicable state and federal laws, regulations, and/or guidelines governing the Disaster Project. The WVDO may refer any matter concerning potential violations of such laws, regulations, and/or guidelines to the proper authority having jurisdiction.
- b. **Compensation.** The WVDO shall compensate Horne in accordance with the compensation provisions contained in the Task Order One Agreement and Task Order Two Agreement (the "Task Orders"). Copies of the Task Orders are attached to this Agreement as Exhibit 1 and Exhibit 2 and incorporated into this Agreement by this reference. Additional Task Orders with corresponding compensation provisions may be developed and incorporated as necessary.
- c. **Deductions and Withholdings.** The WVDO may deduct amounts or withhold payments, in whole or in part, from any invoice Horne submits to the WVDO under this Agreement if Horne fails to comply with this Agreement. If the WVDO deducts or withholds such payments, the WVDO shall provide Horne with a written document explaining why the WVDO deducted or withheld any payment and setting forth a procedure and deadline to remedy the deficiency giving rise to the deducted or withheld payment. If Horne fails to satisfactorily remedy the deficiency as requested, the WVDO may permanently withhold the deducted or withheld payment.

4. Horne Responsibilities.

- a. **Eligibility.** Horne and/or its employees, representatives, agents, subgrantees, or assigns shall remain eligible and qualified to support the Disaster Project.
- b. **Registrations and Certifications.** Horne shall ensure that it has achieved and maintains the following registrations or certifications:
 - i. All necessary registrations and licenses to do business in the State of West Virginia.
 - ii. Data Universal Numbering System ("DUNS") number. Horne shall provide WVDO with its DUNS number before payment for services can be issued.
 - iii. System for Award Management (SAM).

- iv. **Federal Award Identification Number ("FAIN").** Horne shall incorporate its FAIN into all subcontracts under this Agreement.

- c. **Technical Assistance.** Horne shall provide technical assistance to the WVDO related to CDBG-DR and traditional CDBG programs managed and/or contemplated by the WVDO.

- d. **Implementation Assistance.** Horne shall provide program implementation assistance to the WVDO as deemed necessary by the WVDO in accordance with the Task Order. The Parties may develop and incorporate additional Task Orders as necessary.

- e. **Applicable State and Federal Regulations.** Horne shall comply with all applicable federal, state, or local rules, regulations, or policies relating to CDBG-DR and CDBG program services. This includes without limitation applicable Federal Registers; 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200); Community Development Act of 1974; 24 CFR Part 570 Community Development Block Grant dollars; applicable waivers; Fair Housing Act, 24 CFR Part 35, 24 CFR Part 58, 24 CFR Part 135; National Historic Preservation Act, 36 CFR Part 800, Executive Order 11593; and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

- f. **Inconsistencies.** Horne shall refer any inconsistency or perceived inconsistency between applicable state and federal regulations and the terms and conditions of this Agreement to the WVDO for guidance.

- g. **Performance Benchmarks.** Horne shall meet or exceed the benchmarks described in the Task Order and any amendments or modifications thereto. Failure to meet those benchmarks without an alternative plan approved by the WVDO could result in corrective remedies to comply with applicable federal regulations.

- h. **Personal Identifiable Information.**
 - i. Horne shall safeguard the confidentiality of all Personal Identifiable Information ("PII") associated with or generated under this Agreement. For purposes of this Agreement, PII includes without limitation, names, credit card numbers, social security numbers, biometric data, bank account

numbers, passport numbers, computer passwords, or any other health, financial or employment information.

- ii. Horne shall not appropriate PII for its own use or disclose any PII except to those persons directly concerned with the PII and only to the extent necessary to comply with this Agreement, unless such disclosure is required by law.
 - iii. Horne may not store PII on computers, mobile devices, cellular telephones and/or personal digital assistants, servers and/or storage devices, including removable media, unless required for the performance of services under this Agreement. If Horne does store any PII as described in this section, Horne shall delete and permanently erase the PII when storage is no longer required to satisfy the terms and conditions of this Agreement.
5. **FOIA.** Horne acknowledges that WVDO is subject to the terms of the West Virginia Freedom of Information Act ("FOIA"), as may be amended from time to time, and nothing contained within this Agreement is intended to limit WVDO's ability to disclose public records for which a reasonable claim of exemption can be made, including, but not limited to, trade secrets that are exempt from public disclosure by the State of West Virginia pursuant to West Virginia Code §29B-1-1, et seq. Moreover, Horne shall be immediately notified, to the extent permissible, of third party access to its proprietary information.
6. **Federal Provisions.** Horne shall comply with the following federal laws, as applicable:
- a. *Equal Employment Opportunity* - E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - b. *Davis-Bacon Act*, as amended by 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations 29 CFR Part 5, "Labor Standards Provisions Applicable to Agreements Covering Federally Financed and Assisted Construction".
 - c. *Copeland "Anti-Kickback" Act* - 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subgrantees on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States".

- d. *Agreement Work Hours and Safety Standards Act* 40 U.S.C. 3701-3708 and as supplemented by Department of Labor regulations 29 CFR Part 5.
- e. *Clean Air Act* 42 U.S.C. 7401-7671q. and the Federal Water Pollution Control Act 33 U.S.C. 1251-1387, as amended.
- f. *Debarment and Suspension* (Executive Orders 12549 and 12689). Agreement award (see 2 CFR 180.220.c) may not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- g. *Byrd Anti-Lobbying Amendment* 31 U.S.C. 1352.
- h. *Solid Waste Disposal Act*, Section 6002, as amended by the Resource Conservation and Recovery Act.

7. Suspension and Termination.

- a. **Suspension.** If Horne fails to comply with the terms, conditions or standards of this Agreement, the WVDO may, on reasonable notice to Horne, suspend this Agreement, and withhold further payments, or prohibit Horne from incurring additional obligations of funds under this Agreement, pending corrective action by Horne or a decision to terminate in accordance with this section as defined below. The WVDO shall allow all necessary and proper costs that Horne could not reasonably avoid during the period of suspension if they are consistent with applicable laws or regulations.
- b. **Termination.**
 - i. Termination for cause. The WVDO may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that Horne has failed to comply with any term of this Agreement, whether stated in a Federal statute, or regulation, an assurance, an application, a notice of award or elsewhere. The WVDO shall promptly notify Horne in writing of the determination and the reasons for the termination, together with the

effective date. Payments made to Horne shall be in accord with the legal rights and liabilities of the parties.

ii. Termination for convenience.

1. The Parties may terminate this Agreement in whole, or in part, if the Parties determine that continuation of the Disaster Project would not produce beneficial results commensurate with the further expenditure of funds. If so decided, Horne may not incur new obligations after the effective termination date, and shall cancel as many outstanding obligations as possible. The WVDO shall allow full credit to Horne for the federal share of the non-cancelable obligations, properly incurred by Horne prior to termination.
 2. Horne may terminate this Agreement upon written notice to the WVDO, setting forth the reasons for such termination and the portion to be terminated. In such event, Horne shall comply with the provisions of this Paragraph 7.
 3. The WVDO may terminate this Agreement upon thirty (30) days written notice to Horne. The WVDO shall pay Horne for services rendered prior to the effective date of termination.
- c. **Applicable Regulations.** The Parties shall observe 2 CFR 200.339 "Termination" and 2 CFR 200.342 "Effects of Suspension and Termination".
- d. **Right to Seek Relief.** The WVDO reserves all remedies of law and equity, including without limitation, the right to seek all appropriate relief upon the filing of a voluntary or involuntary petition for Horne's reorganization or liquidation under any bankruptcy or insolvency laws providing for the relief for debtors.
- e. **Transitional Assistance.** If Horne terminates or suspends this Agreement, the WVDO may require Horne to ensure that adequate arrangements have been made for the transfer of delegated activities to another contractor, qualified entity, or to the WVDO.
- f. **Disposition of Property.** If termination occurs, all property and finished or unfinished documents, data, and studies prepared by Horne under this Agreement shall be disposed of per HUD directives and the WVDO and the Horne may be

entitled to compensation for any non-reimbursed, reasonable, and necessary expenses incurred in satisfactory performance of the Agreement.

- g. **Continuing Liability.** Horne shall assume continued liability to the WVDO for any damages sustained by the WVDO due to any breach of this Agreement that Horne fails to remedy or cure. The WVDO may withhold payments under this Agreement to offset damages incurred by the WVDO under this Agreement.
- h. **Conditions Endangering Performance.** The WVDO shall provide Horne with written notice of any condition endangering performance and a reasonable timeframe to remedy or cure the condition. If Horne fails to remedy or cure the condition contained in the notice within the timeframe set forth in the notice, the WVDO may issue an order terminating this Agreement. The WVDO shall be obligated only for services rendered and accepted before the date of the notice of termination.

8. Limitations and Rights of Third Parties.

- a. **Rights.** Nothing contained in this Agreement shall impair the rights of WVDO.
- b. **Access and Monitoring.** WVDO, HUD, the Comptroller General of the United States, and any other federal regulatory agency with oversight on the funds or any of their duly authorized representatives shall have the right to the following:
 - i. Access to any books, documents, papers and records of the Horne which are directly pertinent to this specific Agreement for making audit, examination, excerpts, and transcriptions.
 - ii. Inspect and monitor work performed by the Horne under this Agreement. This inspection and monitoring could result in the requirement to fix deficiencies if Horne does not satisfy applicable regulations and standards.

9. Subcontracts.

- a. **General:** Horne shall ensure all subcontracts follow 2 CFR 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to Part 200 - "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards" as well as applicable provisions set forth in 2 CFR 200.101. The WVDO shall review subcontracts as part of the compliance monitoring and oversight process performed by WVDO or upon request.

- b. **Specific Requirements:** All subcontracts shall contain provisions specifying:
- i. That the work performed by the subgrantee be in accordance with the applicable terms of this Agreement between the WVDO and Horne;
 - ii. That nothing contained in such subcontract agreement shall impair the rights of the WVDO;
 - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subgrantee and the WVDO;
 - iv. That the subgrantee specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
 - v. That Horne will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
 - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.
- c. **Monitoring.** Horne shall diligently monitor all subcontracted services. If Horne discovers and areas of noncompliance, Horne shall provide the WVDO summarize in written reports supported with documented evidence of corrective action.
- d. **Content.** Horne shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

10. Indemnity. Horne shall hold harmless, defend, and indemnify the WVDO, its officers and employees, against claims or losses for services rendered by Horne, any subgrantee, person, or firm performing or supplying services, materials, or supplies under this Agreement, including without limitation:

- a. Any claim or loss resulting to any person, property, or entity injured or damaged by Horne, its officers, employees, representatives, or subgrantees by the publication, translation, reproduction, delivery or use of data or information under this Agreement; and

b. Any failure by the Horne, its officers, employees, representatives, or subgrantees to observe state and Federal laws.

11. Entire Agreement. This Agreement and any attachments or exhibits hereto constitute the entire agreement between the parties. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this Agreement.

12. Amendments and Modifications. Any amendments or modifications of this Agreement shall be in writing and executed by the Parties and delivered in accordance with paragraph 12 of this Agreement.

13. Notice. Notices required by this Agreement shall be in writing and delivered via U.S. Mail, return receipt requested, commercial courier, personal delivery, or electronic mail. Any electronic mail notice shall be effective on the date of sending. All other notices shall be effective on the date of receipt. All notices and other written communications under this Agreement shall be directed as follows, unless otherwise modified by subsequent written notice:

a. To WVDO:

State Capitol
Building 6, Room 533
Charleston, WV 25305
Attn: Russell Tarry
Russell.W.Tarry@wv.gov

b. To Horne:

1215 19th Street, NW – Third Floor
Washington, DC 20036
Attn: Anna Gibson
Anna.Gibson@hornellp.com

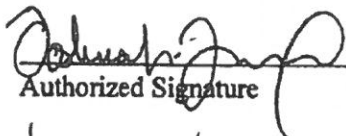
14. Waiver. Failure of a Party to enforce strictly a provision of this Agreement shall not be considered a waiver of any part of such provision. No waiver by a Party of any breach or default by the other Party shall operate as a waiver of any succeeding breach or other default or breach by such other Party. No waiver shall have any effect unless it is specific, irrevocable and in writing.

15. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

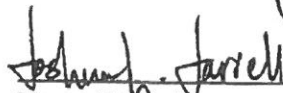
IN WITNESS WHEREOF, the WVDO has caused this Agreement to be executed, and Horne has caused this Agreement to be executed in its behalf by its duly authorized officers.

West Virginia Development Office

HORNE LLP


Authorized Signature


Authorized Signature


Name (Printed)

S. Neil Forbes
Name (Printed)

General Counsel
Title

Partner
Title

3/20/17
Date

3 April 17
Date

Exhibit 1

Task Order One

WVDO Action Plan – Federal Registers / Vol. 81, No. 224 & Vol. 82, No. 11

In accordance with the Master Agreement for Services (“Agreement”) between the West Virginia Development Office (“WVDO”) and HORNE LLP (“HORNE”) dated December 12 2016, this Task Order describes the Services, Period of Performance, and Compensation provisions for the identified services. The services are based upon the proposal submitted by HORNE pursuant to the Request for Proposals generated by the WVDO for the completion of the project.

Services

Under the direction of the WVDO, HORNE will prepare and submit a comprehensive CDBG-DR Action Plan according to the requirements outlined in the HUD Federal Register Notice describing the needs, strategies, and projected uses of the Disaster Recovery funds. This plan will determine and guide how many additional CDBG-DR funds related to the current disaster would be utilized.

HORNE will establish the WVDO’s electronic Action plan in DRGR. HORNE will also provide comprehensive DRGR training and technical assistance to the WVDO staff members.

Period of Performance

HORNE will perform Services beginning the effective date of the Master Agreement and ending upon final acceptance of the identified action plan by HUD.

Compensation

Upon acceptance of the identified Action Plan by HUD, WVDO shall compensate HORNE a fixed, flat fee of Two Hundred and Twenty-Five Thousand Dollars (\$225,000) for Services rendered pursuant to this Task Order.

Invoices will be submitted in accordance with the procedures developed by the WVDO for appropriate review and processing of the documentation. The invoices will be submitted electronically to a project lead identified by the WVDO, who will review for accuracy and completeness. Upon approval by the project lead, the invoice will be submitted to the WVDO Fiscal Unit for processing and payment through the West Virginia State Auditor’s Office.

Exhibit 2

Task Order Two

Traditional CDBG and CDBG-DR Program Guidance, Design and Development

In accordance with the Master Agreement for Services (“Agreement”) between the West Virginia Development Office (“WVDO”) and HORNE LLP (“HORNE”) dated December 12, 2016, this Task Order describes the Services, Period of Performance, and Compensation provisions for the identified services. The services are based upon the proposal submitted by HORNE pursuant to the Request for Proposals generated by the WVDO for the completion of the project.

Services

Under the direction of the WVDO, HORNE will provide technical assistance to the WVDO related to the various traditional CDBG and CDBG-DR programs managed and/or contemplated by the WVDO. These services include, but are not limited to, the following activities:

- HORNE will ensure program and grantee adherence to U.S. Department of Housing and Urban Development (HUD) Regulations and Program Requirements.
- HORNE will create and provide Program Development and Support.
- HORNE will create and provide Policy Development and Review.
- HORNE will develop comprehensive training, communication, monitoring, and reporting plans.
- HORNE will perform assessment of prospective subrecipients as well as develop policies, procedures and templates necessary to effectively manage the subrecipients ultimately associated with the various recovery programs and prepare training material for the subrecipients.
- HORNE will assess WVDO’s current information system and provide recommendations based on those findings.
- HORNE will perform change control as the program evolves.
- HORNE will train Agency staff members and other relevant stakeholders.
- HORNE will provide technical assistance around Section 3, Fair Housing and Minority and Women Owned Business Enterprise (MWBE) reporting and compliance for CDBG.
- HORNE will provide technical assistance to the WVDO regarding CDBG, CDBG-DR, CDBG-NDR, and Public Laws 113-2 & 114-113 regulations and best practices.
- HORNE will provide technical assistance on waiver requests and policy liaison for HUD funding streams.
- HORNE will provide technical assistance with planning, managing, and compliance requirements associated with various HUD-administered programs such as Housing

Rehabilitation and Reconstruction, Housing Appraisal, Rental, Infrastructure, Economic Development and Small Business.

- HORNE will provide development of FEMA Project Worksheet.
- HORNE will provide development of Tier 1 Environmental Categorical exclusion parameters.
- HORNE will provide staff augmentation, as desired by WVDO.

Period of Performance

HORNE will perform Services beginning the effective date of the Master Agreement and ending on December 31, 2017.

Compensation

As full compensation for the identified Services, WVDO shall compensate HORNE a fixed, flat fee of Six Hundred and Seventy-Five Thousand Dollars (\$675,000) for Services rendered pursuant to this Task Order. This fee will be invoiced bi-monthly pursuant to the following schedule:

Date	Amount
2/28/2017	\$ 81,000.00
4/30/2017	\$ 81,000.00
6/30/2017	\$ 81,000.00
8/31/2017	\$ 67,500.00
10/31/2017	\$ 67,500.00
12/31/2017	\$ 54,000.00
2/28/2018	\$ 54,000.00
4/30/2018	\$ 54,000.00
6/30/2018	\$ 40,500.00
8/31/2018	\$ 40,500.00
10/31/2018	\$ 27,000.00
12/31/2018	\$ 27,000.00
Total	\$ 675,000.00

Invoices will be submitted in accordance with the procedures developed by the WVDO for appropriate review and processing of the documentation. The invoices will be submitted electronically to a project lead identified by the WVDO, who will review for accuracy and completeness. Upon approval by the project lead, the invoice will be submitted to the WVDO Fiscal Unit for processing and payment through the West Virginia State Auditor's Office.

Task Order Three

WVDO CDBG Project Assessments and Advancement

In accordance with the Master Contract for Services ("Contract") between the West Virginia Development Office ("WVDO") and HORNE LLP ("HORNE") dated December 12, 2016, this Task Order describes the Services, Period of Performance, and Compensation provisions for the identified services.

Services

HORNE will perform following activities related to the active, traditional CDBG projects administered by the WVDO:

- Read and review the Community Development Office's CDBG Policies and Procedures Manual effective 2015.
- Meet with WVDO project stakeholders and determine current status of active projects.
- Conduct entrance meeting with WVDO project stakeholders. Communicate project assessment objectives and deliverables. Coordinate use of WVDO staff.
- Perform a comprehensive project assessment of each traditional CDBG project administered by the WVDO. Perform remedial activities on non-compliant project files.
- Perform a programmatic monitoring on identified projects, as defined by the existing monitoring plan.
- Perform a fiscal/financial monitoring on identified projects, as defined by the existing monitoring plan.
- Perform all procedures necessary to advance identified projects to final closeout, as defined in the WVDO's approved CDBG Policies and Procedures Manual effective 2015.
- Prepare and/or revise relevant project checklists, letters, and/or notices.
- Develop a comprehensive monitoring plan that considers industry best practices tailored to WVDO projects. This plan should include all applicable monitoring activity checklists compliant with HUD requirements.
- Perform ongoing subgrantee counseling on project deficiencies and best practices.
- Perform ongoing training for WVDO staff.
- Conduct exit meeting with WVDO stakeholders. Communicate engagement findings and action items.
- Perform assessment of overall program management and communicate performance improvement observations.

Period of Performance

HORNE will perform Services beginning the effective date of the Master Contract and ending upon conclusion of task order services assigned by the WVDO.

Compensation

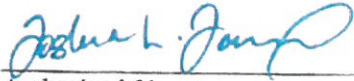
As compensation for the identified Services, WVDO shall compensate HORNE a fixed unit price as described below for work properly authorized and successfully completed under the direction of the WVDO.

Task	Service Rendered	Unit Fee
A	Read and review the Community Development Office's CDBG Policies and Procedures Manual effective 2015.	\$0
B	Meet with WVDO project stakeholders to determine current status of active projects.	\$0
C	Conduct entrance meeting with WVDO project stakeholders. Communicate project assessment objectives and deliverables. Coordinate use of WVDO staff.	\$0
D	Perform a comprehensive project assessment of each traditional CDBG project administered by the WVDO. This assessment includes, but is not limited to, physical inspection of the file of record and inquiries of project management/subgrantee staff. Deliverable includes a written assessment for each project that includes: project status, funding status, barriers to completion, action items for advancement, and estimated closeout timeframe.	\$1,250
E	Perform remedial activities on non-compliant project files.	\$500
F	Perform a programmatic monitoring on identified projects, as defined by the existing monitoring plan.	\$3,500
G	Perform a fiscal/financial monitoring on identified projects, as defined by the existing monitoring plan.	\$2,000
H	Perform all procedures necessary to advance identified projects to final closeout, as defined in the WVDO's approved CDBG Policies and Procedures Manual effective 2015. Note: Tasks E, F, and G are required steps to complete Task H. If Task H is performed, HORNE will not invoice tasks E, F, and G for the respective project.	\$5,000
I	Prepare and/or revise relevant project checklists, letters, and/or notices.	\$0
J	Develop a comprehensive monitoring plan that considers industry best practices tailored to WVDO projects. This plan should include all applicable monitoring activity checklists compliant with HUD requirements.	\$0
K	Perform ongoing subgrantee counseling on project deficiencies and best practices.	\$0
L	Perform ongoing training for WVDO staff.	\$0
M	Conduct exit meeting with WVDO stakeholders. Communicate engagement findings and action items.	\$0
N	Perform assessment of overall program management and communicate performance improvement observations.	\$0
N/A	Fixed-fee start-up and travel allowance (one-time only)	\$15,000

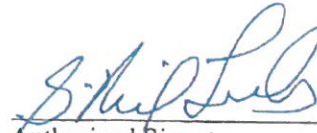
Fees earned on tasks completed will be invoiced within 10 days of each month end. Invoices will be submitted electronically to a Russell Tarry, Deputy Director of Community Advancement and Development for approval. Upon approval, the invoice will be submitted to the WVDO Fiscal Unit for processing and payment through the West Virginia State Auditor's Office.

West Virginia Development Office

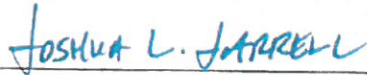
HORNE LLP



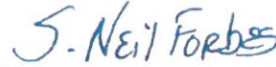
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Authorized Signature



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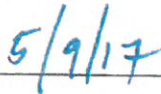
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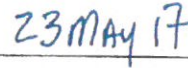
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Date



Date

Task Order Four

Implementation of CDBG-DR Programs under the State's Approved Action Plan

In accordance with the Master Contract for Services ("Contract") between the West Virginia Development Office ("WVDO") and HORNE LLP ("HORNE") dated December 12, 2016, this Task Order describes the Services, Period of Performance, and Compensation provisions for the identified program implementation services. The Services are based upon the proposal submitted by HORNE pursuant to the Request for Proposals generated by the WVDO for the completion of the project.

Background

On June 1, 2017, The U.S. Department of Housing and Urban Development ("HUD") approved the State of West Virginia's Action Plan ("Action Plan") for Community Development Block Grant disaster recovery ("CDBG-DR") funds. These funds were appropriated under the Continuing Appropriations Act, 2017 (Public Law 114-223), which provided \$104,280,000 to the State of West Virginia ("State") for long-term recovery from major storms and flooding events that occurred in 2016. Of this amount, the State has allocated \$64,378,950 to an owner-occupied housing rehabilitation program, \$16,000,000 to affordable rental housing programs, \$12,440,000 to hazard mitigation grant match, \$2,080,000 for bridge home replacement, \$2,500,000 for Clendenin and the remaining \$6,881,050 for administration and planning activities. At least 80% of the total award amount must be spent within the four "most impacted" areas (Greenbrier, Kanawha, Clay and Nicholas Counties) which HUD identified in the November 21, 2016, Federal Register Notice (81 FR 83254).

Services

HORNE shall perform, or cause to be performed, under the direction of the WVDO, grant administration services as required to implement each of the State's disaster recovery programs ("Programs") as defined under the State's approved Action Plan.

Grant administrative services must be performed in compliance with 1) HUD requirements, 2) the Master Contract and all attachments, including the Provider's Proposal and any related task orders, and 3) any amendments to this Contract.

Services include, but are not limited to, the following activities:

Mobilization

- Secure appropriate and necessary work space to conduct program activities.
- Build out work space locations.
- Hire and onboard program staff to carryout program activities. and
- Any other services required to mobilize program activities in a manner to minimize delay in the delivery of services to potential applicants.

Operational Planning

- Coordination with State Agencies and relevant entities.
- Document preparation.
- Guideline development.
- Outreach plan development.
- Training plan development.
- Section 3 and AFFH plan development.
- Policy & procedure development.
- Grant agreement development.
- Subrogation agreement development.
- Internal staff training.
- WVDO and other stakeholder staff training.
- Technology and hardware development and deployment.
- Development of grant management system.
- Transparency website. and
- Any other services required to plan for program activities in a manner to minimize delay in the delivery of services to potential applicants.

Outreach Coordination

HORNE will perform all services necessary to execute, or cause to be executed, the State's approved outreach plan. This includes both targeted and general applicant outreach as contemplated in the approved action plan. HORNE will coordinate activities with the Office of Marketing & Communications of the West Virginia Department of Commerce.

Applicant Intake and Eligibility Processing

HORNE will perform all services required to collect and qualify applicants in accordance with Action Plan requirements, including the costs necessary to operate, equip, and maintain service center locations necessary to establish a sufficient applicant pool to fully obligate the available grant award.

- Coordinate intake activities with State-approved recovery partners.

- Provide intake technology to State-approved recovery partners.
- Share applicant information with State-approved recovery partners.
- Ensure that applicants (and tenants) participating in a covered program meet stated eligibility requirements for the respective program.
- Ensure applicants are compliant with Stafford Act requirements and Area Median Income (AMI) restrictions.
- Perform title review services to verify ownership and liens.
- Perform personal consultations with responsive applicants and maintain documentation of all scheduling efforts for nonresponsive applicants.
- Ensure applicant files are complete and maintained in the document control and management system (i.e., grant management system).
- Perform reviews of appropriate supporting documentation and perform site visits, as necessary.
- Prepare and file appropriate covenant and lien documents in accordance with State and local jurisdiction requirements.
- Communicate and coordinate with local and state housing advocates.
- Execute the State's eligibility appeal process in accordance with program policy.
- Perform quality assurance review of each eligibility determination prior to grant agreement execution.
- Provide limited legal and advisory support specific to programmatic activities.
- Any other services required to execute intake and eligibility processing services in a manner to minimize delay in the delivery of services to potential applicants.

Property Assessment Processing

HORNE will assess each property in which an applicant has been deemed potentially eligible and grant funding remains available. These services include:

- Visual inspection purported property damage. Note: Inspectors will not engage in destructive inspection techniques.
- Assess the cause and extent of damaged observed.
- Document a damage estimate to be utilized in the determination of grant award.
- Identify and adjust the construction scope of work for duplication of benefits, if required.
- Assess the cost reasonableness of rehabilitation, reconstruction, or manufactured home unit ("MHU") replacement.
- Any other services required to assess property eligibility in accordance with program requirements in a manner to minimize delay in the delivery of services to potential applicants.

Programmatic Agreement and Environmental Assessments

HORNE will review the existing Programmatic Agreement among the Federal Emergency Management Agency, the West Virginia State Historic Preservation Officer, the West Virginia Department of Homeland Security and Emergency Management, the Catawaba Indian Nation, and the Seneca Nation of Indians of New York. HORNE will review the Protocol for Responsible Entities to Adopt the HUD Addendum to the FEMA PA for CDBG-DR Projects in West Virginia. HORNE will provide technical assistance to the State in establishing the State's programmatic agreement with HUD.

HORNE will prepare Tier I Environmental Reviews for the following Counties in the State of West Virginia: Clay, Fayette, Greenbrier, Jackson, Kanawha, Lincoln, Monroe, Nicholas, Pocahontas, Roane, Summers, Webster. The Tier I Environmental Reviews will provide sufficient level of detail to meet or exceed minimum HUD expectations. The Tier I Environmental Review will include, but may not be limited to:

- Program Description, including purpose and need of program;
- Tiered plan for the environmental review;
- Structured decision making process for Action relative to Floodplain and Wetlands;
- Applicable and necessary mitigation measures for observed issues;
- Compliance documentation checklist;
- HUD Statutory checklist, or lists, as may be necessary;
- Sample Tier II Site-Specific Review Checklist; and
- Combined Notice of Finding of No Significant Impact (FONSI) and Notice of Intent to Request Release of Funds (NOI/RROF).

HORNE will prepare a Tier II Environmental Review for each property in which an applicant has been deemed potentially eligible and grant funding remains available. The Tier II Environmental Reviews will provide sufficient level of detail to meet or exceed minimum HUD expectations. The Tier II Environmental Review will include, but may not be limited to:

- Program Description, including purpose and need of program;
- Tiered plan for the environmental review;
- Structured decision making process for Action relative to Floodplain and Wetlands;
- Applicable and necessary mitigation measures for observed issues;
- Compliance documentation checklist;
- HUD Statutory checklist, or lists, as may be necessary;
- Sample Tier II Site-Specific Review Checklist; and
- FONSI/Request for Release of Funds/Authority to Use Grant Funds.
- Review each site's compliance with state and federal environmental regulations.
- Review each site's compliance with lead based paint requirements.

- Review each site's compliance with historic preservation requirements.
- Review each site's compliance with Section 106 requirements.
- Review each site's compliance with floodplain management requirements.
- Review each site's compliance with wetland protection requirements.
- Review each site's compliance with the Coastal Zone Management Act, sole source aquifers, Endangered Species Act, Wild and Scenic Rivers Act, Clean Air Act, Farmland Protection Policy Act, environmental justice, noise abatement and control, explosive and flammable Operations, hazardous, toxic or radioactive materials and substances, airport clear zones and accident potential zones, Flood Disaster Protection Act, Coastal Barrier Resources Act/Coastal Barrier Improvement Act, airport runway clear zone or clear zone disclosure, all factors pertaining to the Environmental Assessment Checklist (when required, 24 CFR Part 58.5), and other environmental topics required by state and federal regulations.

Grant Award Calculation and Agreement

HORNE will review application documents to determine applicant and site eligibility. HORNE will calculate the appropriate grant award for each eligible application based on program criteria. HORNE will meet with each applicant approved for program assistance and explain all provisions to the applicant. HORNE will ensure the State-approved homeowner grant agreement is executed prior to obligating program funding or beginning work on an applicant's property. The State-approved Homeowner grant agreement will include, but is not limited to, the following provisions as deemed appropriate and necessary by the State:

- Purpose of agreement.
- Source of funding.
- Acceptance of plans and consent to perform the project.
- Access to property and homeowner agreement to cooperate.
- Site ready requirements.
- Duty to inform.
- Final approval of the project.
- Contractor, materialmen or mechanics' liens.
- WVDO program lien.
- Warranty issues and follow-up.
- Additional work.
- Condition of premises.
- Notices to homeowner and any occupants of the property.
- Lead and asbestos considerations.
- Termites/no effect on ownership interests provisions.
- Acknowledgment of receipt of documents.

- Contractor assignment.
- Choice of law.

Construction Management & Verification

HORNE will serve as the State's construction manager for all programs. HORNE will oversee and manage the State-procured contractor pool. Construction management and verification services include, but are not limited to, the following:

- Train contractors and provide the coordination required to efficiently implement the covered programs.
- Ensure that construction activities are performed in accordance with program requirements, relevant building code requirements, and HUD quality standards.
- Develop and communicate State-approved performance metrics for all construction activities.
- Perform builder assignments.
- Monitor contractor performance and allocate available work based on contractor performance.
- Provide a custom software solution (CarbonCM) to all requisite construction contractors working under this particular program to track progress and timeliness for assigned work.
- Perform final inspection of each property to ensure compliance with all applicable building standards.
- Monitor and collect documentation to support Davis-Bacon Act requirements, when applicable.
- Track construction expenditures of CDBG-DR funds.
- Evaluate the need and appropriateness of construction change orders.
- Review and approve all construction contractor requests for payment.
- Perform periodic site observations as part of an ongoing quality assurance process.
- Ensure all relevant project documents are included in the State's system of record.
- Any other services required to ensure construction activities are performed and verified in accordance with program requirements in a manner to minimize delay in the delivery of services to potential applicants.

Pay Application Processing & Distribution of CDBG-DR Funding

HORNE will perform oversight of the distribution of all CDBG-DR funding. HORNE will ensure that all activity expenditures are supported by sufficient, appropriate documentation. HORNE will ensure documentation is memorialized in the State's grant management system. HORNE will provide the WV Department of Commerce's Administrative Services Unit (Finance Section) with documentation necessary to review pay applications and substantiate each

draw of grant funding. HORNE will ensure compliance with all requirements of the Office of Management and Budget (OMB).

Document Control and Management

HORNE will provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG grants. This includes, but is not limited to, the following records:

- Records providing full description of each activity.
- Records verifying that activity meets national and grant objectives.
- Records related to demonstrating eligibility of activities.
- Records required to document activity related to real property.
- Records documenting compliance with the fair housing and equal opportunity requirements.
- Financial records and reports required by the program.
- Performance reports required by the program.
- Records supporting any specific requirements of the grant.

Internal Reporting

HORNE will develop an internal reporting solution (package) for the WVDO. This solution will provide the WVDO and other program stakeholders all information necessary to perform oversight of all program activities. HORNE will develop additional reporting metrics on requests by the WVDO.

HORNE will report any identified or suspected instances of non-compliance with applicable laws, rules and policies to the WVDO.

Federal Reporting

HORNE will establish program activity line items in HUD's Disaster Recovery Grant Reporting system (DRGR). HORNE will provide the WVDO with all information necessary to comply with applicable Federal reporting requirements. HORNE will review all Federal reports prior to submission by the WVDO. HORNE will train to and provide oversight of WVDO team members on Federal reporting requirements and the use of HUD's DRGR reporting system.

Administration of HMGP Match with CDBG-DR Funding

HORNE will administer the State's allocation of HMGP match funding as described in the approved action plan. HORNE will coordinate with representatives of the West Virginia Department of Homeland Security and Emergency Management in administering these funds.

HORNE will evaluate the proposed activities under the HMGP grant for DR-4273 and ensure they meet eligibility requirements under CDBG-DR. HORNE will perform eligibility, construction oversight & management, and environmental activities necessary under CDBG-DR requirements.

Administration of the Bridge Home Program

HORNE will coordinate with West Virginia Volunteers Active in Disasters (“WVVOAD”) to administer the Bridge Home Program as described in the approved action plan. HORNE will perform eligibility, construction oversight & management, and environmental activities necessary under CDBG-DR requirements.

Administration of the Restore Riverview Project (or similar alternative project)

HORNE will administer the Restore Riverview Project (or similar alternative project) as described in the approved action plan. HORNE will coordinate with relevant stakeholders in administering these funds. HORNE will evaluate the proposed activities to ensure they meet eligibility requirements under CDBG-DR. HORNE will perform eligibility, construction oversight & management, and environmental activities necessary under CDBG-DR requirements.

Closeout

HORNE will ensure that all closeout forms are completed as required. OMB Circular No. 133 compliant documents and reports will be maintained and provided in order to satisfy HUD and other federal audit requirements resulting in an audit ready financial report of all activities including electronic copies of all supporting documents.

Period of Performance

HORNE will perform Services beginning the effective date of the Master Contract and ending on December 11, 2017, unless a renewal of the contract is executed.

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Compensation

As full compensation for the identified Services, WVDO shall compensate HORNE under to compensation models as follows:

Compensation Model #1

Housing Program Benchmark Fees (Program Administration & Delivery Costs)		
Benchmark	% of Total Fee	Benchmark Payment
Mobilization & Kickoff (Upon execution of Task Order 4)	5%	\$ 536,292.94
50 Homeowner Grant Agreements Executed	5%	\$ 536,292.94
100 Homeowner Grant Agreements Executed	5%	\$ 536,292.94
200 Homeowner Grant Agreements Executed	5%	\$ 536,292.94
300 Homeowner Grant Agreements Executed	5%	\$ 536,292.94
10% of Total Housing Program Funding Disbursed	7.5%	\$ 804,439.42
20% of Total Housing Program Funding Disbursed	7.5%	\$ 804,439.42
30% of Total Housing Program Funding Disbursed	7.5%	\$ 804,439.42
40% of Total Housing Program Funding Disbursed	7.5%	\$ 804,439.42
50% of Total Housing Program Funding Disbursed	7.5%	\$ 804,439.42
60% of Total Housing Program Funding Disbursed	7.5%	\$ 804,439.42
70% of Total Housing Program Funding Disbursed	7.5%	\$ 804,439.42
80% of Total Housing Program Funding Disbursed	7.5%	\$ 804,439.42
90% of Total Housing Program Funding Disbursed	7.5%	\$ 804,439.42
100% of Total Housing Program Funding Disbursed	7.5%	\$ 804,439.42
	100%	\$ 10,725,858.89

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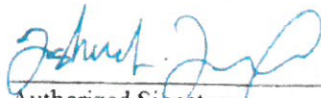
Compensation Model #2

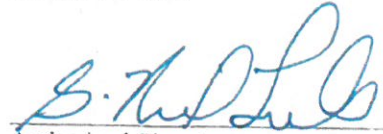
Unit Fees (Activity Delivery Costs)	Quantity	Unit Price	Subtotal
All Programs			
Tier 1 Environmental Assessment	12	\$ 15,000.00	\$ 180,000.00
			\$ 180,000.00
Housing Programs			
Tier 2 Environmental Assessment	1250	\$ 750.00	\$ 937,500.00
Construction Management & Verification	1250	\$ 3,500.00	\$ 4,375,000.00
			\$ 5,312,500.00
Restore Riverview Project			
Tier 2 Environmental Assessment	1	\$ 3,000.00	\$ 3,000.00
Construction Management & Verification	1	\$ 130,000.00	\$ 130,000.00
Project Delivery Fee ³	1	\$ 100,000.00	\$ 100,000.00
			\$ 233,000.00
Bridge Home Program			
Tier 2 Environmental Assessment ¹	100	\$ 750.00	\$ 75,000.00
Construction Management & Verification ¹	100	\$ 1,000.00	\$ 100,000.00
Project Delivery Fee ³	1	\$ 75,000.00	\$ 75,000.00
			\$ 250,000.00
HMGP Match Program			
Tier 2 Environmental Assessment ²	5	\$ 3,000.00	\$ 15,000.00
Construction Management & Verification	5	\$ 100,000.00	\$ 500,000.00
Project Delivery Fee ³	1	\$ 250,000.00	\$ 250,000.00
			\$ 765,000.00
¹ Unit cost only assessed if grant award property is not included in one of the housing programs ² If necessary ³ Due upon 100% disbursement of program funding			
Total Unit Fees			\$ 6,740,500.00

Invoices under Compensation Model 1 will occur upon achievement of the identified benchmark. Invoices under Compensation Model 2 will occur on a monthly basis for all unit services completed in the month preceding. Invoices will be submitted in accordance with the procedures developed by the WVDO for appropriate review and processing of the documentation. The invoices will be submitted electronically to a project lead identified by the WVDO, who will review for accuracy and completeness. Upon approval by the project lead, the invoice will be submitted to the WVDO Fiscal Unit for processing and payment through the West Virginia State Auditor's Office.

West Virginia Development Office

HORNE LLP


Authorized Signature


Authorized Signature

JOSHUA L. JARRETT
Name (Printed)

S. Neil Forbes
Name (Printed)

General Counsel
Title

PARTNER
Title

7/17/17
Date

17 July 17
Date

Task Order Five

RISE West Virginia Duplication of Benefit Support

In accordance with the Master Contract for Services ("Contract") between the West Virginia Development Office ("WVDO") and HORNE LLP ("HORNE") dated December 12, 2016, this Task Order describes the Services, Period of Performance, and Compensation provisions for the identified services. The services are based upon the proposal submitted by HORNE pursuant to the Request for Proposals generated by the WVDO for the completion of the project.

Services

Under the direction of the WVDO, HORNE will provide a resource to assist the WVDO and the RISE West Virginia Disaster Recovery Program ("Program") in performing applicant intake and eligibility processing services. This resource will concentrate efforts around duplication of benefits verification to help ensure that the WVDO and Program comply with the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Period of Performance

HORNE will perform Services beginning the effective date of the Master Contract and ending on December 11, 2017, unless a renewal of the contract is executed.

Compensation

In consideration for the satisfactory performance and WVDO acceptance of the Services rendered, the WVDO will compensate HORNE on a time and material basis up to a maximum amount of \$100,000.

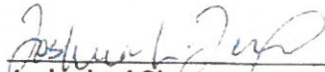
Position	Hourly Rate
Case Manager & Duplication of Benefit Specialist	\$24.00
Sr. Case Manager & Duplication of Benefit Specialist	\$30.00

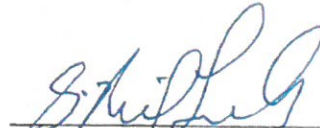
The WVDO will reimburse the Contractor for the actual cost of mileage, meals, lodging and other travel expenditures necessary for the performance of this Contract. All travel expenditures are subject to the guidelines outlined by the West Virginia State Travel Management Office.

Invoices will be submitted on a bi-weekly basis for all services performed and verified. Invoices will be submitted in accordance with the procedures developed by the WVDO for appropriate review and processing of the documentation. The invoices will be submitted electronically to a project lead identified by the WVDO, who will review for accuracy and completeness. Upon approval by the project lead, the invoice will be submitted to the WVDO Fiscal Unit for processing and payment through the West Virginia State Auditor's Office.

West Virginia Development Office

HORNE LLP


Authorized Signature


Authorized Signature

John H. Jarrell
Name (Printed)

S. Neil Forbes
Name (Printed)

General Counsel
Title

Partner
Title

8/28/17
Date

24 Aug 17
Date

Task Order Six – Revised

(Revised 2/2/2018 to Replace Original Task Order Dated 12/1/2017)

Riverview at Clendenin School Standard Environmental Review

In accordance with the Master Contract for Services (“Contract”) between the West Virginia Development Office (“WVDO”) and HORNE LLP (“HORNE”) dated December 12, 2016 this Task Order describes the Services, Period of Performance, and Compensation provisions for the identified services. The services are based upon the proposal submitted by HORNE pursuant to the Request for Proposals generated by the WVDO for the completion of the project.

Background

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all U.S. Department of Housing and Urban Development (“HUD”) -assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (“NEPA”), and other related Federal and state environmental laws.

Services

Under the direction of the WVDO, HORNE will perform a site-specific, Phase I environmental review on the Riverview at Clendenin School property located in Clendenin, WV as necessary to carryout activities contemplated under the Restore Riverview Project of West Virginia’s approved CDBG-DR Action Plan.

Phase I environmental review procedures include:

1. Statutory Checklist
2. Environmental Assessment Checklist
3. Cultural Resources Report
4. Floodplain and Wetlands Mapping
5. Conducting the 8 Step Notification Process for Floodplains or Wetlands
6. Wetlands, Airports, Source Aquifers, Endangered Species, Wild and Scenic Rivers, and Air Quality Analysis and Report
7. U.S. Environmental Protection Agency (“EPA”) Comprehensive Environmental Response, Compensation and Liability Information System Report
8. EPA Environmental Justice Report
9. Asbestos Abatement Specifications
10. Publish and Submit all new legal notices, FONSI, and RROF/C requests

Additional environmental review procedures not included in a Phase I environmental review include, but are not limited to:

1. Site-Specific Wetland Delineation Report
2. Site-Specific Archaeology/Cultural Resource Report
3. Site-Specific Survey for Threatened and Endangered Species Report
4. Conduct a Phase I Environmental Site Assessment ("ESA")
 - a) Due diligence
 - b) Soil Surveys
 - c) Groundwater maps
 - d) Radius Maps
 - e) General maps and aerial photos
 - f) And REC's on site

Period of Performance

HORNE will perform Services in accordance with the Term of the Master Contract.

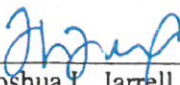
Compensation

Upon completion and approval by HUD of the site-specific, Phase I environmental review on the Riverview at Clendenin School property located in Clendenin, WV, WVDO shall compensate HORNE a fixed, flat fee of Seventeen Thousand Five Hundred Dollars (\$17,500) for Services rendered pursuant to this Task Order.

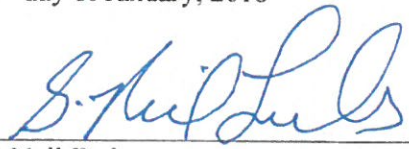
Based on the results of the Phase I environmental review, WVDO may determine additional procedures are necessary to meet requirements under 24 CFR 50.4, 58.5, and 58.6. Additional environmental review procedures not included in a Phase I environmental review could include and will be compensated as follows:

Supplemental Environmental Review Activities	Price
Site-Specific Wetland Delineation Report	\$9,000.00
Site-Specific Archaeology/Cultural Resource Report	\$10,000.00
Site-Specific Survey for Threatened and Endangered Species Report	\$8,000.00
Conduct a Phase I Environmental Site Assessment ("ESA")	\$6,500.00

Agreed to and accepted this the 2nd day of January, 2018



Joshua L. Jarrell
West Virginia Development Office
General Counsel



S. Neil Forbes
HORNE LLP
Partner

Task Order Seven

WVDO Action Plan Amendments

In accordance with the Master Contract for Services (“Contract”) between the West Virginia Development Office (“WVDO”) and HORNE LLP (“HORNE”) dated December 12, 2016 this Task Order describes the Services, Period of Performance, and Compensation provisions for the identified services. The services are based upon the proposal submitted by HORNE pursuant to the Request for Proposals generated by the WVDO for the completion of the project.

Background

Periodically, the WVDO will reassess funding needs based on changes in community needs, shifting recovery priorities, new information resulting from citizen participation activities, and etc. Based on this ongoing assessment, the WVDO may choose to amend its approved CDBG-DR Action Plan to recalibrate existing programs and/or develop new programs or projects to meet identified needs. The U.S. Department of Housing and Urban Development classifies Action Plan amendments as either Substantial or Non-Substantial depending on the scope of desired changes to the approved Action Plan.

Services

As requested and under the direction of the WVDO, HORNE will perform all procedures necessary to enact a Substantial Amendment desired by the WVDO to West Virginia’s CDBG-DR Action Plan.

Period of Performance


HORNE will perform Services in accordance with the Term of the Master Contract.

Compensation

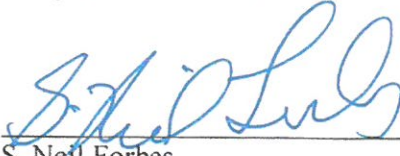
Upon review and approval by HUD of a Substantial amendment to West Virginia’s CDBG-DR Action Plan, WVDO shall compensate HORNE a fixed, flat fee of Seventy-Five Thousand Dollars (\$75,000) for Services rendered pursuant to this Task Order.

Invoices will be submitted in accordance with the procedures developed by the WVDO for appropriate review and processing of the documentation. The invoices will be submitted electronically to a project lead identified by the WVDO, who will review for accuracy and completeness. Upon approval by the project lead, the invoice will be submitted to the WVDO Fiscal Unit for processing and payment through the West Virginia State Auditor’s Office.

Agreed to and accepted this the 1st day of December, 2017



Joshua L. Jarrell
West Virginia Development Office
General Counsel



S. Neil Forbes
HORNE LLP
Partner

Task Order Eight

Environmental Reviews - Categorically Excluded Subject to Section 58.5

In accordance with the Master Contract for Services (“Contract”) between the West Virginia Development Office (“WVDO”) and HORNE LLP (“HORNE”) dated December 12, 2016 this Task Order describes the Services, Period of Performance, and Compensation provisions for the identified services. The services are based upon the proposal submitted by HORNE pursuant to the Request for Proposals generated by the WVDO for the completion of the project.

Background

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all U.S. Department of Housing and Urban Development (“HUD”) -assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (“NEPA”), and other related Federal and state environmental laws.

Services

Under the direction of the WVDO, HORNE will perform site-specific, environmental reviews that are Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5.

HORNE will compile and document appropriate source documentation to ensure compliance with 24 CFR 50.4, 58.5, and 58.6. Specifically, HORNE will document our determinations for each statute, executive order, or regulation and create all relevant supporting GIS maps.

- Airport Runway Clear Zones
- 24 CFR Part 51 Subpart D Coastal Barrier Resources Act
- Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]
- Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93
- Coastal Zone Management Act, sections 307(c) & (d)
- Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)
- Coastal Zone Management
- Endangered Species Endangered Species Act of 1973, particularly section 7; 50
- Explosive and Flammable Hazards 24 CFR Part 51 Subpart C
- Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658

- Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part
- Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800
- Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B
- Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149
- Wetlands Protection Executive Order 11990, particularly sections 2 and 5

Period of Performance

HORNE will perform Services in accordance with the Term of the Master Contract.


Compensation

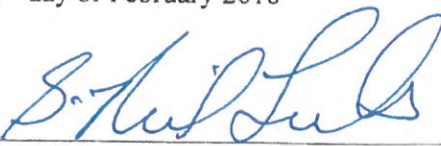
Upon completion of the site-specific, environmental reviews that are Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5, the WVDO shall compensate HORNE a fixed, flat fee of Thirteen Hundred Dollars (\$1,300) for Services rendered pursuant to this Task Order.

Unit Fee (Activity Delivery Costs)	Quantity	Unit Price	Not To Exceed
<i>Housing Programs</i>			
Environmental Reviews - Categorically Excluded Subject to Section 58.5	75	\$ 1,300.00	\$ 97,500.00
			\$ 97,500.00

Invoices under will occur on a monthly basis for all unit services completed in the month preceding. Invoices will be submitted in accordance with the procedures developed by the WVDO for appropriate review and processing of the documentation. The invoices will be submitted electronically to a project lead identified by the WVDO, who will review for accuracy and completeness. Upon approval by the project lead, the invoice will be submitted to the WVDO Fiscal Unit for processing and payment through the West Virginia State Auditor's Office.

Agreed to and accepted this the 2nd day of February 2018


 Joshua L. Jarrell
 West Virginia Development Office
 General Counsel


 S. Neil Forbes
 HORNE LLP
 Partner

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on December 12, 2016 and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

Revised 01/18/2017

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

SK, Partner

(Name, Title)

Scott Keller, Partner

(Printed Name and Title)

1215 19th St. NW, 3rd Floor Washington, DC 20036

(Address)

202.467.4170

(Phone Number) / (Fax Number)

scott.keller@hornellp.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Hoene, LLP

(Company)

S. Neil Forbes, Partner

(Authorized Signature) (Representative Name, Title)

S. NEIL FORBES, PARTNER

(Printed Name and Title of Authorized Representative)

5 Apr 17

(Date)

601.326.1091

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CDBG-DR / CDBG Project Management Services

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Hoene, LLP
Company

S. Phil Lutz
Authorized Signature

5 Apr 17
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.