

EXHIBIT E. Sample Subcontract

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (“Agreement”) is made and entered into as of the date of last signature and made effective as of the _____ day of [Month], 2025 (the “Effective Date”), by and between **[Subcontractor]** (“Name” or “Subcontractor”), a _____ [type of entity], having a place of business at [Address] and **BDO Government Services, LLC**, a Delaware limited liability company, having a place of business at 661 Sunnybrook Road, Suite 100, Ridgeland, MS 39157 (“BDO”), each a “Party” and collectively the “Parties”.

WHEREAS, BDO is a party to the Master Contract (“Master Contract”) with Pinellas County (“Pinellas County” or “Client”) to provide services to Pinellas County for program management and implementation relative to the Pinellas County’s People First Hurricane Recovery program (the “Project”); and

WHEREAS, BDO desires to retain and engage Subcontractor as an independent subcontractor and Subcontractor desires to contract with BDO to furnish services for the agreed upon compensation as both are set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, BDO hereby engages and retains Subcontractor as an independent subcontractor:

(A) Term: The term of this Agreement shall begin as of the Effective Date and continue until the completion of the Master Contract, completion of any Work Orders associated therewith, unless earlier terminated pursuant to paragraph (F) below.

(B) Compensation: During the term of this Agreement, Subcontractor shall be paid compensation as set forth in **Exhibit A, Work Order #1** and any subsequent Work Orders and as verified by Pinellas County and accepted and paid by BDO. The consideration to be paid by BDO to Subcontractor for furnishing all the materials, supplies, machinery, equipment, tools, labor, superintendence, taxes, sales taxes, overhead, profit, travel, insurance, and all other accessories, fees, impact fees, and services necessary to complete the Work Order in accordance with the Agreement are the sums authorized by individual Work Order, in an amount not to exceed the lesser of: (1) Contractor’s negotiated pricing

per Work Order; or (2) any limit on maximum allowable rates as determined by the U.S. Department of Housing and Urban Development (“HUD”) or Client. Payment to Subcontractor shall be made within ten (10) days of payment to BDO by Pinellas County, for work concluded by Subcontractor and approved by BDO and Pinellas County. BDO reserves the right to hold payment on future invoices, or portions thereof, for any subsequent work on any project under this Agreement that is questioned. Subcontractor will be reimbursed as set forth in the Work Orders. All additional work or scope expansions related to this project after the initial contract will be subject to the terms of this Agreement and must be approved in writing by BDO and Pinellas County prior to Subcontractor request for program final inspection. Change orders will not be considered after the application has passed a program final inspection. Both parties will be responsible for their respective share of any questioned costs from subsequent audits of the Project invoices and services. Any subsequent repayment of billings to Pinellas County or state agencies will be borne by each in proportion to their initial receipts for the services rendered related to the questioned costs, activities, personnel, or services. Subcontractor will not be reimbursed for travel or other related expenses in association with performance of their duties under this Agreement, except as may otherwise be set forth in an applicable Work Order.

If there are liquidated damages imposed by the Client under the Master Contract associated with the Services performed by Subcontractor, Subcontractor shall be solely responsible for the resulting liquidated damages and shall consult with BDO so that BDO may determine how to handle any dispute process that may be available therefrom. Any resulting liquidated damages imposed by Client in connection with the Services shall be final and be borne solely by Subcontractor, and not by BDO.

Following payment by BDO for Services rendered under this Agreement, if Client or a third party later determines that the amounts paid for such Services were in excess of what is appropriate, the Subcontractor shall refund the portion of the payment determined to be excessive, irrespective of when such determination is made. Subcontractor shall also be responsible for correcting invoices that are in error in a timely fashion and shall work in

conjunction with the Client to that end. Once this demand is made, Subcontractor shall remit payment to BDO within a reasonable time after receiving written notification from BDO. If the Subcontractor fails to address errors or omissions that should be covered under its warranty, payment can be withheld from future invoices commensurate with the value of the warranty repair. If there are no pending invoices, BDO reserves the right to issue a demand and receive payment for any warranty issues that it must address on behalf of the Subcontractor.

Subcontractor shall submit invoices no later than 10 days after the passing of the program final inspection and acceptance of BDO. Invoices should be submitted in Canopy.

Only Pinellas County approved costs and expenditures will be reimbursed under this Agreement in view of the Master Contract and Subcontractor herein acknowledges that it will not be paid on any submitted invoice until the work is approved by Pinellas County and payment has been made to BDO by Pinellas County for such services.

(C) Services: BDO has contracted with Pinellas County to assist in residential construction projects funded through the State's CDBG-DR program and to ensure compliance with Pinellas County's Action Plan, Florida's statutory requirements, and federal regulatory requirements.

In strict conformance with the Request for Proposal issued by BDO (the "RFP") and the terms and conditions of this Agreement, Subcontractor hereby agrees with BDO to commence and complete certain public works related to the U.S. Department of Housing and Urban Development's ("HUD") Community Development Block Grant Disaster Recovery (CDBG-DR) Program, for Residential Reconstruction, Rehabilitation, and Mobile Home Unit (MHU) Replacement Services as part of Pinellas County's People First Hurricane Recovery Program, more particularly described in the Approved Construction Scope of Work and other Construction Documents as prepared by the Subcontractor (collectively, the "Services").

The services will be set forth in individual Work Orders, each of which will be signed by both parties and incorporated by reference herein. Each Work Order must have an effective date, a period of performance, and a specific description of the services. In addition, Subcontractor shall comply with and provide the Services under the same terms and requirements laid out in the Master Contract, a copy of which is attached hereto as Exhibit C.

Subcontractor will receive assignments based on performance and the ability to start and complete jobs in a timely manner. BDO does not guarantee a specific number of assignments to Subcontractor. Subcontractor must timely communicate with applicants both in the construction and pre-construction phase.

As part and in furtherance of the services, Subcontractor shall (a) prepare accurate and timely reports as specified in any scope of work or such other reports as may reasonably be requested by BDO from time to time to support the provision of the services, in the manner and format directed by BDO; (b) meet with BDO as necessary to review and discuss the Services; (c) make and keep complete, systematic written records of all services performed, all invoices issued, and all compensation paid, as well as such other records reasonably requested by BDO; (d) Subcontractor will ensure the timely and proper completion of the services; (e) fully observe and comply with its recordkeeping obligations under all applicable local, state and federal laws and all regulations and orders of any government or governmental agency or department. During the term of this Agreement and for five (5) years thereafter, BDO shall have the right to inspect any records related to the services during Subcontractor's regular working hours, and such records may be used by BDO without limitation, subject to any limitation regarding Confidential Information.

If any work is identified by BDO or Client at any time as not being in compliance with HUD, the Pinellas County's People First Hurricane Recovery Program administered by the Pinellas County's requirements or the Agreement, BDO shall communicate the finding to Subcontractor, and such work shall be corrected by Subcontractor at its expense. Subcontractor is not relieved from compliance with all requirements of the Agreement

where such requirements are not judged at the time of observation of the work due to work sequences by Subcontractor or the lack of time to judge the performance characteristics of the particular work item.

Payment of an invoice does not constitute acceptance of services or waiver of any warranties or requirements of this Agreement. If after payment, the services are determined by BDO, Pinellas County or another third party, to be wholly or partially defective, insufficient or missing, BDO reserves the right to invoke any available remedies, including the right to withhold future payments for services rendered until any defect is corrected, or may seek to be reimbursed in an amount necessary to make it and/or its Client whole.

This Agreement, to the extent applicable to this Subcontractor, does not mandate BDO provide any assignments to the Subcontractor and it does not mandate Subcontractor accept any assignments from BDO. However, once a Work Order for an assignment is accepted by the Subcontractor it is Subcontractor's duty under this Agreement to timely complete said assignment within the requirements associated with the Master Contract and any Policies or Procedures associated with the Project to which the Master Contract and Policies and Procedures are associated. Subcontractor also agrees to perform the Services in compliance with BDO's Code of Ethics and Responsible Business (available at <https://www.bdo.com/sustainability-esg>).

Upon request from BDO, BDO shall be presented by Subcontractor with relevant information on Subcontractor personnel's background and qualifications prior to any such individual being assigned by Subcontractor to a project for BDO and BDO shall have the right to either approve or disapprove of such assignment. After commencement of an assignment, BDO reserves the right to remove or dismiss any Subcontractor personnel assigned to the project. Upon notice of dismissal, Subcontractor shall replace that assigned person with personnel of equal or greater qualifications as soon as reasonably possible, but in no case later than three (3) business days after notice of removal by BDO. If the personnel are not replaced within the aforementioned three (3) days, then BDO reserves the right to replace them with personnel of BDO's choosing. Moreover, if the

Subcontractor is terminated pursuant to paragraph (F) of this Agreement, BDO reserves the right to perform the scope that is the subject of this Agreement in any fashion it deems prudent.

All contacts with the Client relative to the Master Contract, the Project, and the services provided shall be conducted exclusively by BDO, unless specifically directed otherwise by express mutual agreement or the terms of this Agreement. If contacted by Client concerning the Master Contract, the Project, or the services provided, Subcontractor shall immediately disclose such contact to BDO.

(D) **Master Contract:** Services performed under this Agreement will be in furtherance of work undertaken by BDO pursuant to the Master Contract, which is attached hereto as **Exhibit C** and incorporated herein by reference, with certain redactions to preserve the confidentiality of information not affecting Subcontractor's Services. With respect to the Services, which shall be governed by the terms and conditions of this Agreement, Subcontractor agrees to be bound to BDO in the same manner and to the same extent as BDO is bound to Pinellas County under the Master Contract and any amendments thereto. When different or additional terms exist between this Agreement and the Master Contract the provision which imposes the more stringent requirement on Subcontractor shall control. Subcontractor agrees to be bound by all applicable provisions of the Master Contract regarding the requirements to adhere to state law. Subcontractor agrees to be bound by the Project Guidelines, Pinellas County's Action Plan as applicable, Standard Operating Procedures, Policies and Procedures, and/or Construction Bulletins in place during the term of this Agreement.

(E) **Compliance with Laws:** Subcontractor expressly acknowledges and agrees to be bound by any applicable federal contracting provision as set forth in **Exhibit B** attached hereto and incorporated herein by reference, as well as any applicable state or federal laws, rules or regulations that are applicable now or during the duration of this Agreement. Subcontractor shall make itself familiar, and at all times shall observe and comply with all applicable state and federal laws, rules, and regulations including, but not limited to, laws

governing labor, equal employment opportunity, safety, environmental protection and prevailing wage rates. Competent evidence of compliance with applicable laws shall be furnished.

- (i) Subcontractor shall cooperate with municipal or other governmental officials at all times where their jurisdiction applies. Subcontractor shall make application, pay all fees unless they are specifically noted as being paid or being waived by BDO, and provide supporting documentation necessary to secure any permits which are required for the performance of services under this Agreement. This Agreement is NOT associated with a tax exempt project and Subcontractor is responsible for payment of all taxes and sales taxes incurred as a result of their execution of the work. Subcontractor has a continuing obligation throughout the term of the Agreement to conduct its operation under duly issued permits and, in the event Subcontractor loses or has had revoked a necessary permit or, if the permit expires or additional permits are required, Subcontractor must take immediate steps to apply for and receive the appropriate, substitute, additional, or replacement permit. In the event of a Subcontractor change, Subcontractor shall fully cooperate with the Project to transfer issued permits to new Subcontractor.
- (ii) Where the Underwriters' Laboratories have established standards and issued labels for a particular group, class, or type of equipment the Underwriters' label shall be required on all equipment in that category. The International Building Code, International Residential Code, National Electric Code, International Mechanical Code, and the International Plumbing Code (latest versions), shall be minimum requirements. Competent evidence of compliance with applicable codes shall be furnished.
- (iii) Subcontractor shall comply with all applicable provisions of state law related to required licensing of skilled tradesmen, contractors, materialmen, suppliers and or laborers, as necessary to accomplish the Work. In the event

Subcontractor or any of its employees or contractors loses its license for any reason during the term of performance of the Agreement, Subcontractor shall promptly hire or contract with a licensed provider of the service at no additional cost to BDO.

(F) Termination: BDO may, following a 30-day notice and cure period, without prejudice to any of its rights or remedies at law or inequity, terminate the employment of the Subcontractor and take possession of the work site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Subcontractor, under the following circumstances:

- (i) Failure or refusal to supply enough properly skilled workers or proper materials, except during complete or partial suspensions of Work authorized under the Agreement;
- (ii) Disregard by Subcontractor of laws, ordinances, rules, regulations, or orders of BDO or any public authority having jurisdiction;
- (iii) Failure to execute the work in accordance with the Agreement, and to ensure its completion within the time, or any extension thereof, specified in any Work Order;
- (iv) Failure to remedy defective work as requested by BDO;
- (v) Endangerment by Subcontractor or its vendors, of the safety of labor, safety of third parties, or of the work itself;
- (vi) Failure to supply or maintain statutory bonds or to supply or maintain required insurance;
- (vii) Any other material breach of the Agreement; or
- (viii) If Subcontractor becomes insolvent, files for bankruptcy protection, makes a general assignment of its rights and obligations for the benefit of creditors or is, in BDO's sole determination, otherwise financially incapable of performing the Work.

BDO reserves the right to terminate Work authorized at any time for any of the above listed reasons. Failure to exercise the right to terminate in any instance or for any proper reason shall not be construed as waiver of the right to do so in any other instance or for any other reason.

In addition, BDO may also terminate this Agreement (i) in the event of the termination or lack of funding of the Master Contract; (ii) Subcontractor assigns this Agreement or any obligation or right hereunder in violation of the terms of this Agreement; (iii) Subcontractor provides services to a third party under an arrangement, agreement or understanding under which Subcontractor is required, obligated, or agrees to perform work exclusively for such third party or another party, or which, in BDO's sole discretion, results in BDO being unable to comply with applicable professional standards, applicable laws or regulations; or (iv) upon thirty (30) days written notice for convenience. If BDO terminates for cause, it may withhold payment for services provided by Subcontractor to offset costs incurred as a result of the cause or causes for termination. BDO reserves the right to terminate this Agreement immediately if requested by Pinellas County. Termination, for any reason, does not relieve Subcontractor of any warranty obligations for all completed projects with passed program final inspections.

(G) Independent Contractor: Nothing in this Agreement shall be construed to create the relationship of employer and employee or a joint venture or partnership agreement. Subcontractor shall be at all times and for all purposes an independent contractor and, accordingly, BDO will not make any deductions for taxes or other deductions from compensation. As an independent contractor, Subcontractor will pay its own taxes and be responsible for securing its own insurance, as hereinafter set forth, and shall fully indemnify BDO for any such liability. Subcontractor recognizes and agrees that it has no authority to bind or commit BDO except as expressly authorized by BDO.

(H) Performance: Subcontractor agrees that it will to the best of its ability and experience perform all of the duties which may be required pursuant to this Agreement and will exercise the same degree of skill and care in performing said services as normally employed by persons performing the same or similar services. Subcontractor shall

immediately correct any errors or defects in the services at no additional cost to BDO, including all labor, materials, installation, repair, service, transportation, and other charges. Failure to perform as required herein can result in termination of the Agreement and result in withholding of payment for services provided to offset costs associated with inadequate work product. These remedies are in addition to any and all other remedies which BDO may have pursuant to this Agreement or otherwise.

The Project has established time limits for both preconstruction and construction activities. The preconstruction period starts upon issuance of the Project Work Order (PWO) and shall be completed within 90 consecutive calendar days from PWO issuance. The Construction period starts upon issuance of the Notice to Proceed (NTP) to the Subcontractor. The standard construction phase time frames are:

- 60 consecutive calendar days for a MHU replacement;
- 30 calendar days for rehabilitation projects with a scope <\$50,000, 60 calendar days for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90 calendar days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 calendar days for rehabilitation projects with a scope >\$150,000; and 120 consecutive calendar days for a reconstruction project.

Timely submitted change orders that impact scope of work, schedule, or budget may be considered by the Project. Change orders impacting contract values will not be valid unless approved in writing by both BDO and Pinellas County. Change orders impacting schedules will not be valid unless approved in writing by BDO.

Liquidated damages will be imposed for projects that exceed the approved timeframes. For every day beyond the set construction time standards, the Subcontractor must deduct \$100.00 from the project amount invoiced to BDO for that project. Additionally, Subcontractor will be responsible for all additional temporary housing expenses incurred by the homeowner or the program beyond the established time frame for the project. Subcontractor may petition BDO for relief from the liquidated damages for situations reasonably outside the control of the Subcontractor, and BDO, in its sole discretion, will

determine whether any such relief is due to be granted. Requests for relief for schedule or cost received after a passed program final inspection may not be considered. Projects removed from the Subcontractor for cause will not be eligible to receive reimbursement.

(I) Insurance and Bonding: Subcontractor shall procure and maintain without interruption, at its sole cost and expense, and with the same limits and deductibles, Commercial General Liability Insurance, Automobile Liability and Property Damage Insurance, and Worker's Compensation Insurance in accordance with the requirements of the Master Contract as well as any other type of insurance or bond as may be required now or in the future by Pinellas County. Any required performance and payment bonds shall be furnished to BDO prior to commencing any work under the Agreement at no less than 100% of work order value. Proof of insurance shall be furnished to BDO and shall list Pinellas County and BDO as additional insureds. Additional insurance and bonding requirements are set forth in **Exhibit D** attached hereto and incorporated herein by reference.

Insurance policies must include the following clauses:

- (i) "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice, or ten (10) days for non-payment of premium, has been given to BDO."
- (ii) "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by BDO for liability arising out of operations under the contract with BDO."
- (iii) "BDO, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of, the named insured and performed under contract with BDO." **This is not applicable to the workers' compensation policy.**
- (iv) "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of BDO."

(J) General Warranty and Guarantee: Subcontractor warrants to BDO that all work shall be executed in accordance with the Contract Documents, as defined in paragraph (X) of this Agreement, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. BDO may, at its option, agree in writing to waive any failure of the work to conform to the Contract Documents, and to accept a reduction in the price for the cost of repair or diminution in value of the work by reason of such defect. Absent such a written agreement, however, Subcontractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute and is not waived by any inspection or observation by BDO or the Project, by BDO making any payment, by the use or occupancy of the property, or by any repair or correction of such defect made by BDO.

Subcontractor must provide a one-year warranty on all materials and workmanship, and a ten-year warranty on all structural materials and workmanship; Subcontractor will remain liable for defects as required by Florida law. Subcontractor shall repair all defects in materials, equipment, or workmanship appearing within one (1) year or ten (10) years respectively from the date of final completion and acceptance of the work. Upon receipt of written notice from BDO or the homeowner of the discovery of any defects, Subcontractor shall promptly and at its own cost remedy the defects and replace any property damaged thereby, and shall promptly provide written notice to BDO and, to the extent applicable, the homeowner, indicating action taken to resolve the defect. All valid warranty claims shall be resolved within fourteen (14) days from the date of notification, unless the warranty claim is classified as an emergency notification requiring immediate remediation, including but not limited to active leaks, structural or safety concerns. Emergency warranty claims shall be resolved within forty-eight (48) hours of notification. In case of emergency where delay would cause serious risk of loss or damage, or if the Contractor, after notice, fails to proceed promptly and remedy within fourteen (14) days, BDO may have the defects corrected and the Subcontractor shall be liable for all expenses incurred.

(K) Subcontracting: Subcontractor shall not employ any of its own Subcontractors, suppliers or other persons or organizations, whether initially or as a substitute, against

whom BDO may have reasonable objection. BDO will communicate such objections in writing. If BDO's objections are not resolved in a manner satisfactory to BDO, Subcontractor will replace its Subcontractor. Subcontractor shall enter into written agreements with all Subcontractors and suppliers which specifically bind the Subcontractors and suppliers to the terms and conditions of the Agreement for the benefit of BDO. Subcontractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Subcontractor. Subcontractor shall require all Subcontractors, suppliers, and such other persons and organizations performing or furnishing any of the work to communicate with BDO through Subcontractor.

(L) Property Liens: Subcontractors, as well their own subcontractors and vendors, are strictly prohibited from placing liens or attachments on any subject property, and Subcontractor is solely responsible for informing its subcontractors and vendors of such strict prohibition. Subcontractor is solely responsible for the removal, and any associated expense involved therewith, of any lien placed on the property of any Project participant, irrespective of the fault or cause of such lien or attachment. Subcontractor shall release, or cause to be released, any lien filed against Project applicant property filed by Subcontractor or their subcontractors and vendors within seven (7) days of notice of filing or direction from BDO.

(M) Outside Activities: It is expressly understood and agreed that Subcontractor will receive expertise and knowledge from BDO as a proximate result of performing services associated with this Agreement, and as such, may not under any circumstances convert privileged, confidential, proprietary knowledge or trade secrets shared by BDO in performance of Subcontractor duties to create any system, protocol, method or work flow that is competitive to BDO without BDO's express approval. Subcontractor shall not advertise in any manner the nature or existence of the work that is the subject of this Agreement in any marketing materials, digital or print, website, social media, or any other means of marketing or promotion, without the express written approval of BDO. Subcontractor cannot utilize the work performed as a subcontractor to BDO under this

Agreement as a qualification for other publicly or privately bid, procured or contracted work, as a prime or subcontractor, without the express written approval of BDO. In order to obtain approval from BDO, Subcontractor must provide a copy of the proposed language at least five (5) business days in advance of any publication or submission. If BDO provides written approval for Subcontractor to utilize work performed in accordance with this Agreement as a qualification in any bid, brochure, advertisement, website, social media, or any other means of marketing or promotion, Subcontractor must state that the work was performed as a subcontractor for BDO and accurately state the scope performed.

(N) Media and Social Media: Subcontractor shall not make any statements to any media outlet concerning the Master Contract, services provided under the Master Contract, the Client, or the Project without written permission from BDO and the Client. Subcontractor is prohibited from using or disclosing Confidential Information on or in connection with blogs, chat rooms and other social media. The Subcontractor also is prohibited from using contact information, program information and other sensitive information regarding BDO's clients on or in connection with social networking sites, including without limitation LinkedIn, X (formerly known as Twitter), Instagram, or Facebook, without the express permission of the BDO. The foregoing obligations shall survive termination of the Subcontractor's Agreement with BDO. The Subcontractor agrees that all electronic or web-based accounts, services or sites that are opened on behalf of, owned by, or paid for by BDO, or are used to conduct BDO's business as authorized by BDO, are the property of BDO and not of the Subcontractor.

Moreover, Subcontractor shall take measures to prevent misappropriation of information and display on social media by their employees. To that end, Subcontractor and their employees shall not disparage BDO or its Clients on social media in any form and shall be held legally liable, including liability for all reasonable attorney fees and court costs, that result from any litigation as a result thereof.

(O) Indemnification: Subcontractor, at its own expense, shall indemnify and hold BDO and its affiliates, along with their respective principals, employees, agents, designees, insurers and assignees (the "BDO Indemnitees"), harmless from and against any and all

suits, causes of action, proceedings, losses, damages, liabilities or expenses, including defense costs and attorneys' fees, and claims of any kind relating to the Services or this Agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims"), including but not limited to, damage to property, systems and facilities and personal injuries, including death, arising out of or resulting from any breach of this Agreement or any Work Order by Subcontractor, any negligent act or omission of Subcontractor or any individual assigned by Subcontractor relating to the performance of this Agreement or any Work Order or any use of BDO facilities or systems by Subcontractor or any of its personnel.

(P) Confidentiality: Any information, including client information, which BDO may disclose to Subcontractor in connection with this Agreement will be considered confidential and Subcontractor will not disclose said confidential information to any person unless expressly authorized by BDO, including any information that pertains to the Master Contract. Subcontractor shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation in any manner whatsoever any information concerning any matters affecting or relating to the business of BDO, including its manner of operation, its plans, processes, data or any other information not generally known in the practice but which has been disclosed to Subcontractor or become known by it as a consequence of this engagement by BDO. All documents, records, work papers and correspondence prepared by the Subcontractor while in the engagement of BDO are commissioned works of BDO and are the property of BDO and after termination of this Agreement shall remain with BDO, unless otherwise required by the Master Contract. Upon written request from BDO or upon termination or expiration of this Agreement (whichever comes first), Subcontractor will (i) deliver all tangible embodiments of confidential information to BDO and (ii) return to BDO all original materials provided to Subcontractor by BDO and in any event will destroy any remaining original materials including electronic data, with a secure wipe that conforms with NIST SP 800-88 media erasure guidelines, and shall provide to BDO written notice of completion of destruction.

As a part of this Agreement, Subcontractor will receive a copy of the Master Contract. Subcontractor shall not disclose any part of this information and shall hold it as strictly confidential. If this information is released or provided to any third party, Subcontractor will be held strictly liable for any damages incurred by BDO as a result thereof.

(Q) Trade Secret Information. Each Party acknowledges and agrees that the other Party (“Owning Party”) is the sole and exclusive owner of all rights in and to all of that Owning Party’s trade secrets and information related to its trade secrets (collectively, “Trade Secret Information”). The Owning Party’s Trade Secret Information includes all of that Owning Party’s software programs and software-related documentation, system configurations, hardware designs, database and information structure, computer programs, mobile applications, processes, workflows, timelines, methods, protocols, policies, procedures and any other such system designs and processes. All Owning Party Trade Secret Information shall be deemed proprietary information of that Owning Party. Each Party acknowledges that during the course of the Agreement, each Party may have access to or become aware of the other Party’s Trade Secret Information. Each Party agrees to hold in confidence, not to reproduce or copy, and not to disclose to any third party any of the Owning Party’s Trade Secret Information. If a Party breaches (“Breaching Party”) any of the provisions of this provision, the Owning Party shall, in addition to all other rights at law or in equity, be entitled to seek (a) temporary, preliminary, and permanent injunctive relief enjoining and restraining such breach, (b) the right to require the Breaching Party to account for and pay to the Owning Party any and all compensation, profits, monies, or other tangible benefits derived or received by the Breaching Party as a result of such breach, and (c) recover damages from the Breaching Party including all costs, expense, and attorneys’ fees incurred by the Owning Party as a result of such breach. Each Party is hereby notified in accordance with the Defend Trade Secrets Act of 2016 that it will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret Information or other confidential information that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to any attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Each Party is further notified that if it files a lawsuit for retaliation by an

employer for reporting a suspected violation of law, it may disclose Owning Party's Trade Secret Information or other confidential information to its attorney and use such information in the court proceeding if it: (a) files any document containing the information under seal; and (b) does not disclose the information, except pursuant to court order.

(R) **Additional Subcontractors:** Subcontractor may engage additional subcontractors to perform portions of the services under this Agreement, provided that Subcontractor remains fully responsible for the performance of all such services and ensures that all subcontractors are bound by and comply with the terms and conditions of this Agreement and all applicable state and federal laws and regulations. BDO shall have the right, upon reasonable notice and for good cause, to require Subcontractor to replace any subcontractor whose performance or conduct BDO reasonably deems unsatisfactory or inconsistent with the requirements of this Agreement.

(S) **Dispute Resolution:** Resolution of all disputes shall be exclusively governed and settled in accordance with the provisions of this paragraph. Any dispute arising out of or relating to this agreement or the services or fees of Subcontractor, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud or claims based in whole or in part on any other common-law, statutory, regulatory, legal or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") will be resolved by binding arbitration conducted before an arbitrator, or panel of three (3) arbitrators if the amount controversy exceeds One Million Dollars (\$1,000,000.00), administered by the American Arbitration Association ("AAA") in accordance with in accordance with its Commercial Arbitration Rules, as amended by this paragraph. In the event the Arbitration Claim is to be conducted before a panel, each Party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator who shall serve as Chair of the arbitration panel, within thirty (30) days of their appointment. If an arbitrator is unable to serve or continue to serve as an arbitrator, a replacement arbitrator shall be selected by the Party that appointed that arbitrator; if the Chair is unable to serve or continue to serve, the remaining

arbitrators shall select a replacement. The Chair of the panel—or, in the event the Arbitration Claim is not to be conducted by a panel, the arbitrator—shall have at least twenty (20) years of experience as a practicing lawyer or judge. The arbitrator(s) shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness or scope of this arbitration agreement. The arbitration shall be conclusive, final and binding upon the parties, their successors and assigns. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The arbitration proceeding shall be held in Florida. The Parties may take depositions, in number and duration, consistent with the Federal Rules of Civil Procedure, without satisfying the requirements of the Rule L-3(f). The Parties may serve, and the arbitrators shall rule on, objections to discovery requests consistent with practice under the Federal Rules of Civil Procedure. The arbitrator(s) shall give effect to applicable statutes of limitation in determining any claim. The arbitrator(s) shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a Party from pursuing non-monetary or equitable relief in a federal or state court. The arbitrator(s) shall be empowered to hear dispositive motions, including without limitation motions to dismiss and for summary judgment. The expenses of the arbitration, including the fee of the arbitrator shall be borne by one or more of the parties as determined by the arbitrator; provided, however, that each Party to the arbitration shall pay and bear the cost of its own legal fees and expenses and the arbitrator shall not make an award of such fees and expenses. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. The arbitrators shall not have authority to grant an award that is not supported by substantial evidence or that is based on an error of law, and such absence of substantial evidence or such error of law may be reviewed on appeal on a motion to modify or to vacate an award, with legal conclusions reviewed de novo and factual findings reviewed for clear error, and without otherwise affording deference to the arbitrator's conclusions and findings. Except as may be required by law or to enforce an award, neither a Party nor an arbitrator may disclose the existence,

content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement. The parties further agree that prior to institution of any arbitration proceeding, and without waiving any right to demand arbitration, they may mutually elect and agree to seek mediation or conciliation of their dispute pursuant to the Non-Binding Dispute Resolution Services of the American Arbitration Association and any such election shall not be construed as a waiver by either Party of its right to arbitrate any dispute pursuant to the terms of this Agreement.

The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

(T) No Assignment: Subcontractor acknowledges that the services to be performed hereunder are unique and personal. Accordingly, Subcontractor may not assign any of its rights or delegate any of its duties or obligations hereunder without the prior written consent of BDO.

(U) Mutual Limitation of Liability: Notwithstanding any other provision of this Agreement, except for Subcontractor's gross negligence, fraud or intentional misconduct, Subcontractor's indemnification obligations, Subcontractor's breach of any requirements regarding confidential information, Subcontractor's breach of its obligations related to protected information subject to regulatory protections, Subcontractor's breach of its obligations to comply with applicable laws or Subcontractor's misrepresentations, neither Party, including their respective officers, agents, servants, and employees, shall be liable to the other Party for lost profits or punitive damages or for any special, indirect, incidental, or consequential damages, included but not limited to Subcontractor increased overhead or general conditions, costs associated with increased storage costs, and any costs associated with retaining subcontractors, in any way arising out of this Agreement however caused or

based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if advised about the possibility of such damages.

(V) Governing Law: This Agreement shall be construed in accordance with the laws of the State of Florida, except if there is no applicable state law providing for arbitration as detailed herein, then the Federal Arbitration Act shall apply and the procedural and substantive law of such state shall be applied without reference to conflict of law rules.

(W) Notification of Litigation or Claims: Subcontractor shall notify BDO in writing by certified mail of any action or suit filed or claim filed against Subcontractor by any vendor or other person or entity which in the reasonable opinion of Subcontractor may result in litigation, any of which is in any way reasonably related to Subcontractor's services and work performed under this agreement. Such notice shall be given not later than five (5) business days after Subcontractor becomes aware of such action suit and/or claim. To the extent required under the terms of the Master Contract, Subcontractor shall also affirmatively prevent the participation of any assigned personnel who are charged with or indicted for a criminal offense, or that have been convicted of a felony. If any personnel assigned to the project are arrested for any reason, Subcontractor must notify BDO within twenty-four (24) hours of being informed of the arrest.

(X) Notices and Representatives: Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by email to the respective email address set forth below. Either Party may from time-to-time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For BDO Government Services, LLC: Andrea Espinola Wilson, Managing Principal, 12505 Park Potomac Ave, Suite 700, Potomac, MD 20854. Contact by phone at 301-354-0760. Contact by email at aewilson@bdo.com.

For Subcontractor, [Name, Title, Company, Address]. Contact by phone at _____.
Contact by email at _____.

(Y) **Contract Documents:** BDO and Subcontractor hereby agree that this document and the following attachments, collectively referred to as the “Contract Documents,” shall govern the work performed under this Agreement.

- **Exhibit A: Work Order #1**
- **Exhibit B: Special Provisions and Regulations**
- **Exhibit C: Master Contract and Amendments**
- **Exhibit D: Insurance and Bonding Requirements**

Incorporated by Reference:

- **BDO Request for Proposal**
- **Subcontractor Full Response to BDO Request for Proposal**

(Z) **Employment Eligibility Verification:** E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

- i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- ii. An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with

- 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- iii. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee.

[SIGNATURE PAGE FOLLOWS]

WITNESS our signature, this the _____ day of [Month], 2025.

BDO Government Services, LLC

By: _____

Name: _____

Title: _____

WITNESS our signature, this the _____ day of [Month], 2025.

SUBCONTRACTOR: _____

By: _____

Name: _____

Its: _____

EXHIBIT A

WORK ORDER

Work Order #1

Pinellas County

APP ID:

Applicant Name:

Damaged Property Street Address:

Damaged Property City:

Damaged Property State:

Award Type:

General Contractor:

Original Work Order Amount:

Preconstruction Start Date:

Scheduled Preconstruction End Date:

Construction Start Date:

Scheduled Construction End Date:

Contractor agrees to complete work in accordance with approved plans and specifications provided and compliant with all program requirements, contracts, responsibilities, laws, and applicable regulations.

Contractor agrees to complete work in accordance with the approved Tier II Environmental Review Record (ERR) as included in Canopy as of the date of Work Order Execution. Modifications to the Tier II ERR may result in modifications to Contractor means and methods, schedules, and work order amount. Contractor is responsible for inclusion of applicable Tier II requirements and reasonable accommodations in approved work order.

Contractor agrees to complete work in accordance with approved schedule above. Failure to complete work within approved schedules may result in assessment of liquidated damages as outlined in the Agreement with BDO.

Print Name

Signature

Date

EXHIBIT B
SPECIAL PROVISIONS AND REGULATIONS

Subcontractor agrees to comply with the following Special Provisions and Regulations, to the same extent as the party identified as Contractor in the following.

Federal Law and Regulations:

a. Contractor shall ensure that all its activities under this Agreement shall be conducted in conformance with these provisions, as applicable: 2 CFR Part 200 (Uniform Guidance), including Appendix II, and any applicable agency implementation (e.g., 45 CFR Part 75), together with all other applicable federal regulations. Only those provisions in this Exhibit B that are (i) required by statute, regulation, or the Prime/Master Agreement to be flowed down, and (ii) applicable to Subcontractor based on the nature of the work, dollar value, place of performance, and other stated conditions, shall apply to this Subcontract. Provisions that by their terms apply only to construction, to contracts exceeding stated monetary thresholds, to work involving personally identifiable information, to supply-chain/telecommunications restrictions, or to other specific circumstances shall apply only when those circumstances are present.

b. Contractor shall comply with all applicable federal laws, including but not limited to:

(1) Anti-Discrimination Laws including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color or national origin.
- (b) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- (c) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
- (d) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- (e) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

(2) Davis-Bacon, Copeland “Anti-Kickback,” and Contract Work Hours and Safety Standards Acts (as applicable). If this Agreement is for construction, alteration, or repair work subject to prevailing wages under applicable Federal program legislation or required by the Federal award, Subcontractor shall comply with: (i) the Davis-Bacon Act, 40 U.S.C. 3141–3148, and implementing regulations at 29 CFR parts 1 and 5; (ii) the Copeland “Anti-Kickback” Act, 40 U.S.C. 3145 and 29 CFR part 3; and (iii) the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. 3701–3708, as supplemented by 29 CFR part 5 (applicable to contracts in excess of \$100,000). These requirements apply only when required by the Federal awarding agency or program and must be flowed down to lower-tier subcontracts as applicable.

(3) Clean Air Act and Federal Water Pollution Control Act: If this Agreement exceeds of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401, et Seq., and the Federal Water Pollution Control Act 33 U.S.C. 1251, *et seq.*, Contractor shall report any violation of the above to BDO and as required, to the Federal awarding Agency.

(4) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

(5) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200].

(6) Debarment and Suspension (2 CFR 200.214; 2 CFR Part 180): A contract award will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 200.214 and 2 CFR Part 180 ("OMB Guidelines to Agencies on Governmentwide Debarment and Suspension"). SAM Exclusions, available at <https://sam.gov>, contains the names of parties debarred, suspended, or otherwise excluded or disqualified by agencies. Subcontractors must comply with 2 CFR 200.214 and 2 CFR Part 180 for covered transactions, expected to equal or exceed the threshold in 2 CFR 180.220 Contractor must verify that it and any lower-tier subcontractors are not excluded or disqualified prior to award and must comply with the requirements of 2 CFR Part 180, including any required flowdowns.

(7) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Domestic Preference: Build America, Buy America Act (if infrastructure): Contractor shall, to the greatest extent practicable, provide a preference for the purchase of domestic products as required by 2 CFR 200.322. If the project involves "infrastructure" as defined in 2 CFR Part 184, Contractor shall comply with the Build America, Buy America Act requirements, as applicable.

(9) Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same

duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations (45 CFR Part 87). This provision applies only to the extent required by the applicable Federal awarding agency's regulation (e.g., 45 CFR Part 87).

(10) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(11) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Agreement involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(12) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94 –580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

(13) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the Agreement.

(14) Only if required by applicable law or expressly required by the Master Contract, Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system,

<https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of this Agreement for the services provided under this Agreement.

(15) Conflict of Interest (2 CFR §200.112): Contractor shall disclose in writing any potential conflict of interest to BDO LLP and the Client in accordance with applicable Federal awarding agency policy.

(16) Covered Telecommunications Equipment or Services (2 CFR 200.216). Contractor shall not procure or use covered telecommunications equipment or services, as defined in 2 CFR 200.216, in the performance of this Agreement.

(17) Records Retention and Access (2 CFR 200.334–200.337). Contractor shall retain financial and program records, supporting documents, statistical records, and all other records pertinent to this Agreement for the period and in the manner required by 2 CFR 200.334, and shall provide the Federal awarding agency, Inspectors General, the Comptroller General, and the Client access to records and personnel as required by 2 CFR 200.337.

(18) Trafficking in Persons (2 CFR Part 175). Contractor shall comply with 2 CFR Part 175, including notification, remedy, and flowdown requirements.

(19) Mandatory Disclosures (2 CFR §200.113): Contractor shall disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

(20) Protected Personally Identifiable Information (Protected PII) (CFR §200.303(e)): Contractor shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or state or local government designates as sensitive or state or local government considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Further, Subcontractor certifies that it:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure non- discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all federal statutes relating to non- discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i)any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
13. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

14. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
16. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (now codified at 54 U.S.C. 306108), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C §§ 7501-7507) and the audit requirements set forth in 2 C.F.R. Part 200, Subpart F (“Audit Requirements”), as may be amended from time to time.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the Project.

EXHIBIT C
MASTER CONTRACT AND AMENDMENTS

EXHIBIT D

INSURANCE AND BONDING REQUIREMENTS

Insurance

General Requirements. Subcontractor shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Agreement, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by BDO, the required insurance shall be in effect prior to the commencement of work by Subcontractor and shall continue in full force until the earlier as appropriate of (i) the expiration of the statute of limitations or repose with respect to the work; or (ii) such time as BDO notifies Subcontractor that such insurance is no longer required. Any insurance or self-insurance available to BDO shall be in excess of, and non-contributing with, any insurance required from Subcontractor. Subcontractor's insurance policies shall apply on a primary and non-contributory basis. If, at any time during the Agreement, an insurer or surety fails to provide insurance to Subcontractor or otherwise fails to comply with the requirements of this Agreement, Subcontractor shall immediately notify BDO and replace such insurance or bond with an insurer meeting such requirements.

Approval. Prior approval of the insurance policies by BDO shall be a condition precedent to any payment of consideration under this Agreement and insurance must be submitted for review and approval by BDO prior to the commencement of work. Any failure of BDO to timely approve or failure to disapprove the insurance furnished by Subcontractor shall not relieve Subcontractor of Subcontractor's full responsibility to provide the insurance required by this Agreement.

Continuing Coverage. BDO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Agreement.

Renewal. Subcontractor shall provide BDO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. BDO, its partners, employees, and authorized agents shall be named as additional insureds for all liability arising under this Agreement except on Workers' /Employer's Liability and Professional Liability policies. Additional insured with respect to general liability shall include both ongoing and completed operations on a form providing coverage equivalent to the current versions of CG 20 10 and CG 20 37. **A copy of any required additional insured forms must be submitted to BDO with the certificate of insurance as evidence that the required coverage has been procured in favor of BDO, and the certificate(s) must reference the related Agreement Number.**

Additional Insured Endorsement. Pinellas County, its partners, employees, and authorized agents shall be named as additional insureds for all liability arising under this Agreement except on Workers' Compensation/Employer's Liability and Professional Liability policies. Additional

insured with respect to general liability shall include both ongoing and completed operations on a form providing coverage equivalent to the current versions of CG 20 10 and CG 20 37. **A copy of any required additional insured forms must be submitted to BDO with the certificate of insurance as evidence that the required coverage has been procured in favor of BDO, and the certificate(s) must reference the related Agreement Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to BDO, and their partners, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Florida, and currently rated by A.M. Best as “A- VII” or better.

Policy Cancellation Endorsement. Except for ten (10) days’ notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days’ prior written notice to BDO, the policy shall not be canceled without prior notice to BDO. A copy of this endorsement must be attached to the certificate of insurance.

Alternative Insurability. Notwithstanding the requirements of this Attachment, BDO reserves the right to consider reasonable alternative methods of insuring the Agreement in lieu of the insurance policies and/or bonds required. It will be Subcontractor’s responsibility to recommend to BDO alternative methods of insuring the Agreement. Any alternatives proposed by Subcontractor should be accompanied by a detailed explanation regarding Subcontractor’s inability to obtain insurance coverage as described in this Agreement. BDO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

Specific Insurance Requirements:

1. General Liability - Including contractual liability and a per project aggregate with limits not less than:
 \$1,000,000 Each Occurrence
 \$1,000,000 Personal and Advertising Injury
 \$5,000,000 General Aggregate
 \$5,000,000 Products/Completed Operations Aggregate
2. Automobile Liability – Covering owned, non-owned, and hired automobiles with limits of not less than:
 \$1,000,000 Combined Single Limit – Each Accident
3. Workers Compensation Insurance in full compliance with all applicable State and Federal laws and regulations.
4. Employer Liability Insurance with limits of not less than:
 \$1,000,000 Each Accident
 \$1,000,000 Disease Policy Limit
 \$1,000,000 Disease Each Employee
5. Umbrella Liability – Excess of general liability, auto liability and employer’s liability. With

limits of not less than:

\$5,000,000 Each Occurrence / Aggregate

6. Professional Liability with limits of not less than:

\$1,000,000 Each Claim / Aggregate

7. Pollution Liability with limits of not less than:

\$1,000,000 Each Occurrence / Aggregate

8. Builder's Risk – With limits equal to the full completed value of the project.

The required limits above can be met with any combination of primary and umbrella / excess policies.

NOTE: Failure to submit required insurance forms as instructed may significantly delay the start of work under the Agreement.

Bonds

Subcontractor must maintain performance and payment bonds in an amount equal to the value of the active construction projects issued under the awarded contract. In no event shall the bond requirement be for less than one hundred percent (100%) of a Subcontractor's amount under contract at any given time. Change orders increasing contract values will result in bond rider requirements from Subcontractor to ensure bonds are received by the Project to cover 100% of the contract value. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies.