

## SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (Agreement) made and entered into effective as of the \_\_ day of \_\_\_\_, 2024 (the “Effective Date”), by and between, \_\_(Name)\_\_\_\_\_, \_\_(Address)\_\_\_\_\_ (“SUBCONTRACTOR”) and HORNE LLP, a Delaware limited liability partnership (“HORNE”).

WHEREAS, HORNE is a party to the Master Contract for services with Lee County, Florida (“LEE” or “Client”), (“Master Contract”) to provide services to LEE for program management and implementation relative to the Hurricane Ian Housing Program (“the Project”); and

WHEREAS, said Master Contract requires HORNE to provide professional services to LEE, and

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

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

(A) Term: The term of this Agreement shall begin effective \_\_\_\_\_, 2024 and end December 31, 2026 or until earlier terminated pursuant to paragraph E below. LEE may require continued performance of the Master Contract for an extended term as agreed to by the parties. In the event LEE renews or extends the Master Contract with HORNE, HORNE may in turn offer to extend or renew this agreement with SUBCONTRACTOR upon the same or similar terms described herein unless this Agreement has been earlier terminated, or unless the services described herein are no longer needed or desired by HORNE.

(B) Compensation: During the term of this Agreement, SUBCONTRACTOR shall be paid compensation as set forth in individual Work Orders and as verified by HORNE and accepted and

paid by LEE. The consideration to be paid by HORNE 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, and services necessary to complete the Work Order in accordance with the Agreement are the sums authorized by individual Work Order, on a negotiated fee basis, 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 LEE.

Payment to SUBCONTRACTOR shall be made within ten (10) days of payment to HORNE by LEE, for work concluded by SUBCONTRACTOR and approved by both HORNE and LEE. HORNE reserves the right to hold payment on future invoices, or portions thereof, for any subsequent work on any project under this contract that is questioned. HORNE submits invoicing to LEE on a regular basis for approved deliverables pursuant to the Master Contract and the payment schedule. SUBCONTRACTOR will be reimbursed for its portion of the Master Contract 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 HORNE and LEE. 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 LEE or other 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 contract.

If there are outcome costs measures, or liquidated damages, associated with the scope of work assigned to SUBCONTRACTOR, and SUBCONTRACTOR fails to timely provide services, SUBCONTRACTOR shall be solely responsible for the resulting penalties and shall exclusively handle any appeals that may be available therefrom after first consulting with HORNE about the matter. The decision of the Client shall be final and shall not result in any liability to HORNE.

If after payment for services rendered under this Agreement, it is determined by the Client or a Third Party that payment was made in error, or in excess of what is appropriate, the SUBCONTRACTOR shall be responsible for its portion of the excess payment, regardless of time, if the lawful demand for repayment is made by the Client or a Third Party. 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 within a reasonable time after receiving written notification from HORNE. 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, HORNE 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 monthly invoices no later than the 10<sup>th</sup> day of the month to HORNE. Invoices should be submitted by email to [subcontractorinvoice@horne.com](mailto:subcontractorinvoice@horne.com). HORNE will issue payment within ten (10) business days for approved invoices after payment has been received from LEE by HORNE.

*Only LEE 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 HORNE and/or LEE and payment has been made to HORNE by LEE for such services.*

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

In strict conformance with the Request for Proposal issued by HORNE (the "RFP") and the terms and conditions of this Contract, SUBCONTRACTOR hereby agrees with HORNE to commence and complete certain public works related to the HUD's CDBG-DR Program, for Residential

Reconstruction, Rehabilitation, and MHU Replacement Services as part of LEE's Hurricane Ian Housing Program, more particularly described in the Approved Construction Scope of Work and other Construction Documents as prepared by the SUBCONTRACTOR.

SUBCONTRACTOR is being engaged to provide services and deliverables to HORNE for the benefit of the Client and subject to HORNE's contract with such Client ("Master Contract"). The services will be set forth in individual Work Orders, each of which is incorporated by reference. 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.

SUBCONTRACTOR will receive assignments based on performance and the ability to start and complete jobs in a timely manner. HORNE 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 HORNE from time to time to support the provision of the services, in the manner and format directed by HORNE; (b) meet with HORNE 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 HORNE; (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 three (3) years thereafter, HORNE 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 HORNE without limitation, subject to any valid limitation regarding Confidential Information.

If any work is identified by either HORNE or LEE as not being in compliance with HUD Program requirements or the Agreement, HORNE 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. If after payment, the services are determined by HORNE or LEE or another third party, to be wholly or partially defective, insufficient or missing, HORNE reserves the right to withhold future payments for services rendered until any defect is corrected or resolved to HORNE's satisfaction, or may seek to be reimbursed in an amount necessary to make it and/or its Client whole.

This Agreement does not mandate that HORNE provide any assignments to the SUBCONTRACTOR and it does not mandate that SUBCONTRACTOR accept any assignments from HORNE. However, once an assignment is accepted by the SUBCONTRACTOR, it is its 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 Program to which the Master Contract and Policies and Procedures are applicable.

HORNE 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 HORNE. If personnel are not replaced within the aforementioned three (3) days, then HORNE reserves the right to replace them with personnel of their choosing. Moreover, if the SUBCONTRACTOR is terminated for cause or convenience pursuant to Subsection F of this Agreement, HORNE reserves the right to complete the remaining scope that is the subject of this Agreement in any fashion it deems prudent.

(D) Master Contract. Services performed under this Agreement will be in furtherance of work undertaken by HORNE pursuant to the Master Contract, which is attached hereto as Exhibit C 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 HORNE in the same manner and to the same extent as HORNE is bound to LEE 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 Standard Operating Procedures and/or Policies and Procedures in place during the term of this Agreement, as established by the Client.

(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 fully incorporated herein by reference, as well as any applicable 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 city 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 HORNE, and provide supporting documentation necessary to secure any permits which are required for the performance of services under this Agreement. 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, SUBCONTRACTOR must take immediate steps to apply for and receive the appropriate, substitute or replacement permit.

- (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, 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 HORNE.

(F) Termination: HORNE may, 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) Persistent or repeated failure or refusal to supply enough properly skilled workmen or proper materials, except during complete or partial suspensions of Work authorized under the Agreement;
- (ii) Persistent disregard by SUBCONTRACTOR of laws, ordinances, rules, regulations, or orders of HORNE or any public authority having jurisdiction;

- (iii) Persistent 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 HORNE or the Client;
- (v) Persistent 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 HORNE's sole determination, otherwise financially incapable of performing the Work.

HORNE 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, HORNE may also terminate this agreement upon thirty (30) days written notice for convenience or in the event of the termination or lack of funding of the Master Contract. SUBCONTRACTOR may terminate this agreement upon thirty (30) days written notice for convenience, providing there are no outstanding Work Orders. If HORNE 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. HORNE reserves the right to terminate this Agreement immediately if instructed to do so by LEE.

(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, HORNE 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 HORNE for any such liability. SUBCONTRACTOR recognizes and agrees that it has no authority to bind or commit HORNE except as expressly authorized by HORNE.

(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. 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.

The Program has established limits for the amount of time that a homeowner should be out of the subject home. This period starts when the Notice To Proceed (NTP) is issued to the building contractor. The standard time frames are:

- 60 days for a rehabilitation project or an MHU replacement;
- 150 days for a reconstruction project; and
- 30 days for a demolition project.

Liquidated damages will be imposed for projects that exceed the established standards. For every day beyond the set time standards, the SUBCONTRACTOR must deduct \$100.00 from the project amount invoiced to HORNE for that project. Additionally, SUBCONTRACTOR will be responsible for all additional temporary housing expenses incurred by the homeowner beyond the established time frame for the project. The contractor may petition HORNE for relief from the liquidated damages for situations reasonably outside the control of the contractor, and HORNE, in its sole discretion, will determine whether any such relief is due to be granted.

(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 and the RFP issued by HORNE, as well as any other type of insurance or bond as may be required now or in the future by LEE. The required bonds shall be furnished to HORNE prior to commencing any work under the Agreement. Proof of insurance shall be furnished to HORNE and shall list HORNE as an additional insured. 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 HORNE.”

(ii) “It is agreed that the Contractor’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by HORNE for liability arising out of operations under the Contract with HORNE.”

(iii) “HORNE, 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 HORNE.”

**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 HORNE.”

(J) General Warranty and Guarantee. SUBCONTRACTOR warrants to HORNE that all work shall be executed in accordance with the Contract Documents, as defined in Section Y, 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. HORNE 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 HORNE or the Client, by HORNE or the Client making any payment, by the use or occupancy of the property, or by any repair or correction of such defect made by HORNE.

(i) SUBCONTRACTOR must provide a one-year warranty on all 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 from the date of final completion and acceptance of the work. Upon receipt of written notice from HORNE 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 HORNE 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, HORNE 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 HORNE may have reasonable objection. HORNE will communicate such objections in writing. SUBCONTRACTOR will not substitute Subcontractors without the approval of HORNE. 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 HORNE. 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 HORNE 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 Program participant, irrespective of the fault or cause of such lien or attachment.

(M) Outside Activities. This Agreement is not intended to prohibit SUBCONTRACTOR from accepting other employment or providing services to its own clients provided that such employment does not compete with or substantially interfere with the business of HORNE under the Master Contract and does not create a conflict with the Master Contract. However, it is expressly understood and agreed that SUBCONTRACTOR will receive expertise and knowledge from HORNE 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 HORNE in performance of SUBCONTRACTOR duties to create any system, protocol, method or work-flow that is competitive to HORNE without HORNE's express approval. Moreover, SUBCONTRACTOR cannot utilize the work performed as a subcontractor to HORNE 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 HORNE. To that end, 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 approval of HORNE. If SUBCONTRACTOR utilizes 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, it must state that the work was performed as a subcontractor for HORNE.

(N) Social Media: Without limiting the foregoing, the SUBCONTRACTOR and its employees are 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 HORNE's clients on or in connection with social networking sites, including, without limitation, LinkedIn, Twitter, or

Facebook, without the express permission of the HORNE. The foregoing obligations shall survive termination of the SUBCONTRACTOR's Agreement with HORNE. 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 HORNE, or are used to conduct HORNE's business as authorized by HORNE, are the property of the HORNE and not of the SUBCONTRACTOR.

Moreover, SUBCONTRACTOR shall take measures to prevent misappropriation of information and display of same on social media by their employees. To that end, SUBCONTRACTOR and their employees shall not disparage HORNE or its Clients, including LEE, on social media in any form and shall be held legally liable, including, but not limited to, liability for all reasonable attorney fees and court costs, resulting from any litigation arising from such misappropriation or disparagement.

(O) Indemnification: SUBCONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, HORNE and the employees, officers, directors, volunteers, and representatives of HORNE, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to personal or bodily injury, death, and property damage, made upon HORNE, directly or indirectly arising out of, resulting from or related to SUBCONTRACTOR's activities under this Agreement, including any acts or omissions of SUBCONTRACTOR, any agent, officer, director, representative, employee, consultant or Subcontractor of SUBCONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights, obligations or duties under this Agreement.

(P) Confidentiality: Any information, including client information, which HORNE 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, in writing, by HORNE, 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

HORNE, 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 its engagement by HORNE. All documents, records, work papers and correspondence prepared by the SUBCONTRACTOR while in the engagement of HORNE are commissioned works of HORNE and are the property of HORNE and after termination of this Agreement shall remain with HORNE, unless otherwise required by the Master Contract.

(Q) Trade Secret Information. SUBCONTRACTOR acknowledges and agrees that HORNE is the sole and exclusive owner of all rights in and to all HORNE Trade Secret Information. HORNE Trade Secret Information includes all of HORNE'S software programs and software-related documentation, system configurations, hardware designs, database and information structure, computer programs, mobile applications, processes, work-flows, timelines, methods, protocols, policies, procedures and any other such system designs and processes. All HORNE Trade Secret Information shall be deemed proprietary information of HORNE. SUBCONTRACTOR acknowledges that in the course of performing its services to HORNE and the Client, SUBCONTRACTOR may have access to or become aware of HORNE Trade Secret Information SUBCONTRACTOR agrees to hold in confidence, not to reproduce or copy, and not to disclose to any third party any HORNE Trade Secret Information. If SUBCONTRACTOR breaches any of the provisions of this provision, HORNE shall, in addition to all other rights at law or in equity, be entitled to (a) temporary, preliminary, and permanent injunctive relief enjoining and restraining such breach, (b) the right to require SUBCONTRACTOR to account for and pay to HORNE any and all compensation, profits, monies, or other tangible benefits derived or received by SUBCONTRACTOR as a result of such breach, and (c) recover damages from SUBCONTRACTOR including all costs, expense, and attorneys' fees incurred by HORNE as a result of such breach.

HORNE acknowledges and agrees that SUBCONTRACTOR is the sole and exclusive owner of all rights in and to all SUBCONTRACTOR Trade Secret Information. SUBCONTRACTOR Trade Secret Information includes all of SUBCONTRACTOR'S software programs and software-related documentation, system configurations, hardware designs, database and information structure, computer programs, mobile applications, and any other such system designs and processes. All

SUBCONTRACTOR Trade Secret Information shall be deemed proprietary information of SUBCONTRACTOR. HORNE acknowledges that in the course of performing its services to SUBCONTRACTOR and/ LEE, HORNE may have access to or become aware of SUBCONTRACTOR Trade Secret Information HORNE agrees to hold in confidence, not to reproduce or copy, and not to disclose to any third party any SUBCONTRACTOR Trade Secret Information. If HORNE breaches any of the provisions of this provision, SUBCONTRACTOR shall, in addition to all other rights at law or in equity, be entitled to (a) temporary, preliminary, and permanent injunctive relief enjoining and restraining such breach, (b) the right to require HORNE to account for and pay to SUBCONTRACTOR any and all compensation, profits, monies, or other tangible benefits derived or received by HORNE as a result of such breach, and (c) recover damages from HORNE including all costs, expense, and attorneys' fees incurred by SUBCONTRACTOR as a result of such breach.

(R) Non-Solicitation. During the term of this Agreement, neither SUBCONTRACTOR nor HORNE shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employment of SUBCONTRACTOR or HORNE. The actual damages attributable to a breach of this Section R would be difficult to determine and prove; therefore the parties agree that, in addition to any available equitable remedies, if a party breaches this Section R, the breaching party shall pay the non-breaching party liquidated damages, within thirty days of the breach, in an amount equal to 25% of the total compensation of such employee (including bonuses and incentive compensation) earned by that employee in the calendar year prior to the breach, such sum being an agreed upon reasonable measure of the damages reasonably anticipated by the parties. Notwithstanding any of the provisions of this Section R, either party may solicit or induce for employment the other parties' employees with the prior written permission of such other party.

(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 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), in accordance with the United States Arbitration Act and, to the extent not inconsistent with such

law, the Professional Accounting and Related Services Dispute Resolution Rules of the American Arbitration Association. 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 arbitrator may allow the parties to conduct reasonable discovery, shall give effect to applicable statutes of limitation in determining any claim and shall determine any controversy concerning whether a claim is arbitrable. 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 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.

(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 HORNE.

(U) Mutual Limitation of Liability: Notwithstanding any other provision of this Agreement, 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 is deemed to be effective in and shall be construed in accordance with the laws of State of Florida and shall not be modified or amended except in writing signed by all parties.

(W) Notification of Litigation or Claims: SUBCONTRACTOR shall notify HORNE 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. SUBCONTRACTOR shall also take steps to prevent the participation of any assigned personnel that are facing criminal charges, or that have a felony conviction on their record. If any personnel assigned to the project are arrested for any reason, SUBCONTRACTOR must notify HORNE within twenty-four (24) hours of the event.

(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 HORNE LLP, Jonathan Krebs, Managing Partner, 661 Sunnybrook Road, Suite 100, Ridgeland, MS 39157. Contact by phone at 601-326-1000. Contact by email at Jonathan.Krebs@horne.com.

For SUBCONTRACTOR, (Name); (Contact), (Address). Contact by phone at (phone number). Contact by email at (email).

(Y) Contract Documents. HORNE 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.

(Z) Rules, Regulations, Laws, Ordinances and Licenses. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
2. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

Formatted: Indent: Left: 0.25"

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com); <http://www.leegov.com/publicrecords>.

**Exhibit A: Scope of Work/Task Order 1**

**Exhibit B: Federal Assurances and Certifications**

**Exhibit C: Master Contract and Amendments**

**Exhibit D: Insurance and Bonding Requirements**

**Incorporated by Reference:**

**HORNE Request for Proposal**

**SUBCONTRACTOR Full Response to HORNE Request for Proposal**

WITNESS our signature, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

HORNE LLP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESS our signature, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SUBCONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**  
**WORK ORDER**

**Work Order**  
**LEE COUNTY HOUSING**

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:	
Construction Start Date:	
Scheduled Construction End Date:	

General 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.

General 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 General Contractor means and methods, schedules, and work order amount. General Contractor responsible for inclusion of applicable Tier II requirements in approved work order.

General 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 Contract Agreement with HORNE.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT B**

**SPECIAL PROVISIONS AND REGULATIONS REQUIRED BY THE US  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM**

Subcontractor agrees to comply with the following Special Provisions and Regulations.

Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
  - (1) The Temporary Assistance for Needy Families Program (“TANF”), 45 CFR Parts 260-265, the Social Services Block Grant (“SSBG”), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
  - (2) 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.
  - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
  - (4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
  - (5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
  - (6) 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.
  - (7) 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.
  - (8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
  - (9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by

the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.

(10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency Regulations. Contractor shall report any violation of the above to LEE.

(11) 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.

(12) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). 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 shall 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 recipient.

(13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.

(14) 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.

(15) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

(16) 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.

(17) 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.

(18) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

(19) 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

(20) Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) — If this Contract 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.

(21) 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.

(22) 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 contract. 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, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction subagreements.
14. 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.
15. 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) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. 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.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), 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.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

**EXHIBIT C**  
**REDACTED MASTER CONTRACT & AMENDMENTS**

**EXHIBIT D**  
**INSURANCE AND BONDING REQUIREMENTS**

Insurance

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by HORNE, the required insurance shall be in effect prior to the commencement of work by Provider 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 HORNE notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to HORNE shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary and non-contributory basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify HORNE and replace such insurance or bond with an insurer meeting such requirements.

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

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

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

Additional Insured Endorsement. HORNE, its partners, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract 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 HORNE with the certificate of insurance as evidence that the required coverage has been procured in favor of HORNE, and the certificate(s) must reference the related Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to HORNE, 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 HORNE, the policy shall not be canceled without prior notice to HORNE. A copy of this endorsement must be attached to the certificate of insurance.

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

**Insurance Required:**

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
  - \$2,000,000 General Aggregate
  - \$2,000,000 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:
  - \$2,000,000 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 Contract.

**Bonds**

Contractor 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 Contractor's amount under contract at any given time. 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.