

CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 20__ ("Effective Date"), by and between the **City of Florida Procurement Hub, Florida**, a Florida municipal corporation, whose principal address is 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333 ("City"), and **[CMAR Firm Name]**, a [State of Incorporation/Organization] [Type of Entity], authorized to do business in Florida, whose principal address is [CMAR Address] ("CMAR" or "Construction Manager").

RECITALS

WHEREAS, the City desires to construct **[Project Name]** (the "Project"); and

WHEREAS, the City requires professional construction management services, including pre-construction consultation and construction services, utilizing the Construction Manager at Risk (CMAR) project delivery method as authorized under Florida Statutes, including but not limited to Sections 255.103, 255.20, and 287.055; and

WHEREAS, the CMAR was selected by the City pursuant to the requirements of Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act - CCNA), to provide such CMAR services; and

WHEREAS, the CMAR represents that it possesses the requisite skills, experience, licenses, and qualifications to provide the required pre-construction and construction services, and is willing to perform such services in accordance with all applicable laws, industry standards, and the terms and conditions set forth in this Agreement, acting in a position of trust and confidence with the City;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: GENERAL PROVISIONS

1.1 Relationship of Parties:

The CMAR accepts the relationship of trust and confidence established by this Agreement and covenants with the City to cooperate with the City and the Architect/Engineer (as defined below) and to exercise the CMAR's skill and judgment

in furthering the best interests of the City; to furnish efficient business administration and superintendence; to make its best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the interests of the City. The City agrees to furnish or approve, in a timely manner, information required by the CMAR and to make payments to the CMAR in accordance with the terms of this Agreement.

1.2 Project Team:

The City, the CMAR, and the Architect/Engineer retained by the City for the design of the Project ("Architect/Engineer" or "A/E") shall work collaboratively as a team throughout the Project. The CMAR shall provide leadership on all matters relating to construction.

1.3 Definitions:

Key terms used in this Agreement shall be as defined herein or, if not defined herein, as commonly understood in the construction industry in Florida.

- **Contract Documents:** Shall consist of this Agreement, any exhibits attached hereto, the plans, specifications, and drawings prepared by the Architect/Engineer and approved by the City, addenda issued prior to execution of this Agreement or the GMP Amendment, the GMP Amendment itself (once executed), subsequent modifications and Change Orders, and any other documents listed in this Agreement or incorporated by reference.
- **Work:** The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the CMAR to fulfill the CMAR's obligations.
- **Guaranteed Maximum Price (GMP):** The maximum price for which the CMAR agrees to complete the construction phase of the Project, as established pursuant to Article 4.
- **Cost of the Work:** Costs necessarily incurred by the CMAR in the proper performance of the Work, as more particularly defined in Article 6.
- **Day or Days:** Calendar days unless otherwise specifically noted.

ARTICLE 2: CMAR'S RESPONSIBILITIES AND SERVICES

The CMAR's services shall be performed in two distinct phases: Pre-Construction Phase Services and Construction Phase Services.

2.1 Pre-Construction Phase Services:

The CMAR shall cooperate with the City and the Architect/Engineer during the design process and provide the following Pre-Construction Phase Services:

- **Program Review and Consultation:** Review the City's program and budget requirements for the Project and provide consultation on site use and improvements, selection of materials, building systems, and equipment.
- **Scheduling:** Develop and periodically update a preliminary Project schedule that coordinates and integrates the CMAR's services, the Architect/Engineer's design services, and the City's activities with the anticipated construction commencement and completion dates.
- **Constructability Reviews:** Review the design documents during their development and advise the City and Architect/Engineer on issues related to constructability, material availability, time requirements for procurement, installation, and construction, and factors related to construction cost, including costs of alternative designs or materials, preliminary budgets, and possible economies.
- **Cost Estimating and Budgeting:** Prepare, and update as design progresses, detailed cost estimates. Assist the City in developing a Project budget. Advise the City and Architect/Engineer if it appears that the Project budget will not be met and make recommendations for corrective action, including value engineering.
- **Value Engineering:** Provide value engineering recommendations to the City and Architect/Engineer aimed at achieving the Project's functional and aesthetic requirements at the most economical cost, considering life-cycle costs.
- **Subcontractor and Supplier Interest:** Seek to develop subcontractor and supplier interest in the Project and furnish the City and Architect/Engineer with a list of proposed qualified subcontractors and suppliers.

- **Long-Lead Items:** Identify and make recommendations for the early procurement of materials and equipment that may require long lead times.
- **Permitting Assistance:** Assist the City and Architect/Engineer in connection with applications for necessary permits and approvals.
- **Development of GMP Proposal:** Based on final or near-final design documents, prepare and submit a GMP Proposal to the City as outlined in Article 4.

2.2 Construction Phase Services:

Upon the City's written authorization to proceed with the Construction Phase, which shall typically be issued after agreement on the GMP, the CMAR shall furnish all supervision, labor, materials, tools, equipment, and services necessary to construct and complete the Project (the "Work") in accordance with the Contract Documents. The Construction Phase shall commence upon issuance of a Notice to Proceed for Construction by the City, which may be part of the GMP Amendment. The CMAR's Construction Phase Services shall include:

- **Project Management and Supervision:** Manage, supervise, and direct the Work, using its best skill and attention. The CMAR shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work.
- **Trade Contracts:** The CMAR shall enter into contracts with trade contractors and suppliers ("Trade Contractors") to perform various portions of the Work. The CMAR shall be responsible to the City for the acts and omissions of its Trade Contractors. The process for selecting Trade Contractors shall be open, competitive, and transparent, consistent with Florida law for public projects, and subject to City review and approval as outlined in an exhibit or the GMP Amendment.
- **Scheduling:** Prepare and maintain a detailed critical path construction schedule, provide regular updates to the City and Architect/Engineer, and take appropriate action to maintain the schedule.
- **Quality Control:** Develop and implement a quality control program to ensure the Work is performed in accordance with the Contract Documents.

- **Cost Control:** Monitor actual costs against the GMP and provide regular reports to the City.
- **Safety Program:** Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work, complying with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property.
- **Permits and Inspections:** Obtain and pay for all construction permits, licenses, and inspections necessary for the proper execution and completion of the Work, unless otherwise specified in the Contract Documents.
- **Record Keeping:** Maintain at the Project site one copy of all Contract Documents, Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These shall be available to the Architect/Engineer and the City and shall be delivered to the Architect/Engineer for submittal to the City upon completion of the Work.
- **Closeout:** Manage all Project closeout procedures, including final inspections, commissioning of systems, securing certificates of occupancy, providing as-built drawings, warranties, and operation and maintenance manuals, and completing punch list items.

ARTICLE 3: COMPENSATION TO THE CMAR

3.1 Pre-Construction Phase Fee:

For the performance of Pre-Construction Phase Services, the City shall compensate the CMAR a fixed fee of \$_____. This fee shall be paid in monthly installments based on the percentage of Pre-Construction Services completed, as approved by the City.

3.2 Construction Phase Compensation (Basis for GMP):

For the performance of Construction Phase Services, the CMAR's compensation shall be the Cost of the Work plus the CMAR's Fee, the sum of which shall not exceed the Guaranteed Maximum Price (GMP), as established in the GMP Amendment.

- **CMAR's Fee (Construction Phase):** The CMAR's Fee for the Construction Phase shall be a fixed amount of \$_____ OR calculated as _____ percent (___%) of the Cost of the Work (excluding the CMAR's Fee itself but including General Conditions). The CMAR's Fee is compensation for profit, overhead, and all other costs not specifically identified as part of the Cost of the Work or General Conditions.
- **General Conditions Costs:** Costs for general conditions items required for the execution of the Work shall be reimbursed as part of the Cost of the Work, up to a stipulated maximum amount if agreed, or as detailed in the GMP. A schedule of anticipated General Conditions costs shall be provided with the GMP proposal.

ARTICLE 4: GUARANTEED MAXIMUM PRICE (GMP)

4.1 GMP Proposal:

When the design documents are sufficiently complete (typically at 90% or 100% completion of construction documents), the CMAR shall prepare and submit to the City a GMP Proposal. The GMP Proposal shall be the sum of the estimated Cost of the Work (including competitively b'd Trade Contractor costs, allowances, and General Conditions costs) and the CMAR's Fee for the Construction Phase.

The GMP Proposal shall include:

- A detailed schedule of values breaking down the GMP.
- A list of all drawings and specifications on which the GMP is based.
- A list of allowances included in the GMP and the basis for such allowances.
- A list of assumptions and clarifications made in developing the GMP.
- The proposed date of Substantial Completion.
- A statement of any items excluded from the GMP.
- The CMAR's Contingency, if any, and the terms for its use (subject to City approval).

4.2 Review and Negotiation of GMP:

The City, with the assistance of the Architect/Engineer, shall review the CMAR's GMP Proposal. The City and CMAR shall negotiate in good faith to agree upon the GMP.

If the City and CMAR cannot agree on a GMP, the City may, at its option:

- Terminate this Agreement for convenience as provided herein; or
- Negotiate changes in the Project scope or quality to achieve a GMP acceptable to the City; or
- Proceed with the Project on another basis if mutually agreed.

4.3 GMP Amendment:

Upon mutual agreement on the GMP, the terms of the GMP (including the price, Contract Time, assumptions, allowances, etc.) shall be incorporated into this Agreement via a written "GMP Amendment" executed by both parties. The GMP Amendment shall constitute the City's authorization for the CMAR to proceed with the Construction Phase of the Work. The CMAR shall not incur any construction costs for which it expects reimbursement as Cost of the Work prior to the execution of the GMP Amendment and issuance of a Notice to Proceed for Construction, unless specifically authorized in writing by the City for early procurement packages.

4.4 CMAR's Responsibility for GMP:

Once the GMP is established and the GMP Amendment is executed, the CMAR shall be responsible for completing the Work within the GMP. Any costs exceeding the GMP shall be borne by the CMAR, unless the GMP is adjusted by Change Orders for changes in the scope of Work requested by the City or for other reasons expressly permitted under this Agreement.

4.5 Shared Savings (if applicable):

- **Option 1 (No Shared Savings):** All savings resulting from the Cost of the Work plus the CMAR's Fee being less than the GMP shall accrue solely to the City.
- **Option 2 (Shared Savings):** If the final Cost of the Work plus the CMAR's Fee is less than the GMP (as adjusted by Change Orders), the difference ("Savings") shall be shared between the City and the CMAR as follows: ____% to the City and ____% to the CMAR. The method for calculating and distributing shared savings shall be further detailed in the GMP Amendment.

ARTICLE 5: COST OF THE WORK (TO BE PAID DURING CONSTRUCTION PHASE)

5.1 Cost of the Work

The Cost of the Work shall mean costs necessarily and reasonably incurred by the CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the City. The Cost of the Work shall include only the items set forth in this Article 5 as follows, and in an exhibit detailing allowable costs (if attached):

- Wages of construction workers directly employed by the CMAR to perform the construction of the Work at the site or in dedicated fabrication shops.
- Salaries of CMAR's supervisory and administrative personnel stationed at the site with the City's approval.
- Costs of employee benefits, taxes, and insurance related to personnel.
- Payments made by the CMAR to Trade Contractors for Work performed pursuant to their subcontracts.
- Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- Costs of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are consumed in the performance of the Work, and costs less salvage value on such items if not fully consumed, whether sold to others or retained by the CMAR.
- Rental charges for temporary facilities, machinery, equipment, and tools not customarily owned by the CMAR, whether rented from the CMAR or others, at rates approved by the City.
- Costs of removing debris from the site.
- Costs of permits, fees, licenses, tests, and inspections.
- Costs of premiums for bonds and insurance that the CMAR is required to procure by this Agreement.
- Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.

5.2 Costs Not To Be Reimbursed:

The Cost of the Work shall not include any of the following:

- Salaries and other compensation of the CMAR's personnel stationed at the CMAR's principal office or offices other than the site office, except as specifically provided in Section 5.1.
- Expenses of the CMAR's principal and branch offices, other than the site office.
- Overhead and general expenses of any kind, except as may be expressly included in Section 5.1 or the CMAR's Fee.
- The CMAR's capital expenses, including interest on the CMAR's capital employed for the Work.
- Costs due to the fault or negligence of the CMAR, Trade Contractors, or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials improperly supplied, and making good damage to property.
- Any cost not specifically and expressly described in Section 5.1.
- Costs that would cause the GMP to be exceeded, unless approved by a Change Order

ARTICLE 6: PAYMENTS TO CMAR (CONSTRUCTION PHASE)

6.1 Progress Payments:

Based upon Applications for Payment submitted to the Architect/Engineer by the CMAR and Certificates for Payment issued by the Architect/Engineer and approved by the City, the City shall make progress payments on account of the Contract Sum (Cost of the Work plus CMAR's Fee, up to the GMP) to the CMAR as provided below and elsewhere in the Contract Documents. Payments shall be made in compliance with Section 218.735, Florida Statutes (Local Government Prompt Payment Act).

6.2 Schedule of Values:

Before the first Application for Payment for the Construction Phase, the CMAR shall submit to the Architect/Engineer and the City a schedule of values allocating the entire GMP to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer and City may require. This schedule, unless objected to by the Architect/Engineer or City, shall be used as a basis for reviewing the CMAR's Applications for Payment.

6.3 Applications for Payment:

The CMAR shall submit monthly Applications for Payment for the Construction Phase in a form acceptable to the City. Each application shall be based on the schedule of values and shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Applications shall be supported by such data substantiating the CMAR's right to payment as the City or Architect/Engineer may require, such as copies of requisitions from Trade Contractors and material suppliers, and reflecting retainage.

6.4 Retainage:

From each progress payment made prior to Substantial Completion, the City shall retain five percent (5%) as retainage, unless otherwise modified by Florida law or the GMP Amendment.

6.5 Final Payment:

Final payment, constituting the entire unpaid balance of the GMP (as adjusted), shall be made by the City to the CMAR when (1) the CMAR has fully performed the Contract except for the CMAR's responsibility to correct Work as provided in Article 10 (Warranties) and to satisfy other requirements, if any, which extend beyond final payment; and (2) a final Certificate for Payment has been issued by the Architect/Engineer and approved by the City. This includes submission of all closeout documents.

ARTICLE 7: CHANGES IN THE WORK (CONSTRUCTION PHASE)

- 7.1** The City, without invalidating the Agreement, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions, or other revisions, with the GMP and Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the City and the CMAR.

- 7.2** The Cost or credit to the City from a change in the Work shall be determined by mutual agreement of the parties or by a method set forth in the GMP Amendment or General Conditions.

ARTICLE 8: CONTRACT TIME (CONSTRUCTION PHASE)

- 8.1** The CMAR shall achieve Substantial Completion of the entire Work not later than the date specified in the GMP Amendment, or within the number of calendar days from the Commencement Date specified in the GMP Amendment ("Contract Time").

8.2 Time is of the Essence:

Time is of the essence for this Agreement. Liquidated damages, if applicable, shall be as set forth in the GMP Amendment for failure to meet the Substantial Completion Date.

8.3 Excusable Delays:

Contract Time may be extended for Excusable Delays caused by acts of God, war, riots, strikes (not caused by the CMAR or its subcontractors), floods, epidemics, or other unforeseeable events beyond the reasonable control and without the fault or negligence of the CMAR or its subcontractors.

ARTICLE 9: BONDS AND INSURANCE

9.1 Performance and Payment Bonds:

The CMAR shall furnish Performance and Payment Bonds for the Construction Phase, each in an amount equal to 100% of the GMP. These bonds shall be in a form acceptable to the City, issued by a surety acceptable to the City, and shall comply with Section 255.05, Florida Statutes. They shall be provided prior to commencement of any Construction Phase Work under the GMP Amendment.

9.2 Insurance:

The CMAR shall procure and maintain insurance coverage as set forth in Exhibit C - Insurance Requirements. Certificates of Insurance and endorsements must be provided to the City.

ARTICLE 10: WARRANTIES

The CMAR warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and performed in a good and workmanlike manner in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

The warranty period shall be for one (1) year from the date of Substantial Completion, or longer if required by specific Contract Documents.

The CMAR shall promptly, at its sole cost and expense, correct any defective or non-conforming Work discovered during the Warranty Period, or such longer period as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. This obligation shall survive acceptance of the Work and termination of the Agreement.

ARTICLE 11: INDEMNIFICATION

To the fullest extent permitted by Florida law, including Section 725.06, Florida Statutes, the CMAR shall indemnify, defend and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the CMAR's Work under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions or other wrongful conduct of the CMAR, anyone directly or indirectly employed by the CMAR, or anyone for whose acts the CMAR may be liable. This indemnification shall survive the termination or expiration of this Agreement.

ARTICLE 12: COMPLIANCE WITH LAWS

The CMAR shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and orders, including but not limited to:

- Florida Building Code, OSHA, environmental laws, EEO.

- Florida Public Records Act, Chapter 119, Florida Statutes (including the public records notice language from Section 11.1 of the previous agreement, with contact details for the City's custodian of records).
- Section 287.133, Florida Statutes (Public Entity Crimes).
- Section 287.135, Florida Statutes (Scrutinized Companies).
- Section 287.055, Florida Statutes (CCNA) as applicable to its selection and any further professional services.

ARTICLE 13: TERMINATION

13.1 Termination Prior to Establishing GMP:

If the City and CMAR fail to agree to a GMP, the City may terminate this Agreement for convenience. The CMAR shall be compensated for Pre-Construction Services performed up to the date of termination in accordance with Section 3.1.

13.2 Termination After Establishing GMP:

The City shall have the right to terminate or suspend the Agreement for cause or convenience.

- **Termination for Cause:** The City may terminate this Agreement if the CMAR:
 - Persistently or repeatedly fails or refuses to supply enough properly skilled workers or proper materials;
 - Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CMAR and the Subcontractors;
 - Persistently disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - Fails to commence or complete the Work in accordance with the Contract Time provisions;
 - Fails to perform the Work in accordance with the Contract Documents or otherwise is in material breach of any provision of this Agreement;

- Becomes insolvent, files for bankruptcy, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency.

The City shall provide the CMAR with written notice of its intent to terminate and the grounds therefor, and if the CMAR fails to cure such default within seven (7) calendar days after receipt of such notice (or such longer period as the City may allow if the default is not curable within seven days but the CMAR is diligently pursuing a cure), the City may terminate the Agreement. In case of termination for cause, the CMAR shall not be entitled to receive further payment until the Work is completed.

- **Termination for Convenience:** The City may terminate this Agreement for its convenience and without cause, by providing seven (7) calendar days' written notice to the CMAR. Upon receipt of such notice, the CMAR shall cease operations as directed by the City, take actions necessary for the protection and preservation of the Work, and terminate all existing subcontracts and purchase orders to the extent that they relate to the performance of the terminated Work. The CMAR shall be entitled to payment for Work satisfactorily performed and accepted up to the effective date of termination, plus reasonable, documented costs incurred as a direct result of such termination, but shall not be entitled to anticipated profits on unperformed Work.

ARTICLE 14: RECORDS AND AUDIT

14.1 The CMAR shall maintain complete and accurate books, records, documents, and other evidence pertaining to the costs and expenses of this Agreement ("Records") to the extent and in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature for which reimbursement is claimed or payment is made under this Agreement. The CMAR shall retain all such Records for a minimum of three (3) years following final payment and resolution of all pending matters related to this Agreement, or for any longer period required by law.

14.2 The City or its authorized representative shall have the right to access, inspect, examine, and audit such Records at all reasonable times during the retention period.

ARTICLE 15: DISPUTE RESOLUTION

15.1 Negotiation:

The parties shall attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through good faith negotiations between authorized representatives.

15.2 Mediation:

If negotiations are unsuccessful, the parties agree to endeavor to resolve the dispute by mediation administered by a mutually agreeable mediator in _____ County, Florida, before resorting to arbitration or litigation. The costs of mediation shall be shared equally by the parties.

15.3 Litigation:

If mediation does not resolve the dispute, any unresolved dispute shall be resolved by litigation in a court of competent jurisdiction in _____ County, Florida.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

ARTICLE 16: MISCELLANEOUS

16.1 Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Venue for any legal action or proceeding arising out of or relating to this Agreement shall lie exclusively in the state or federal courts located in _____ County, Florida.

16.2 Independent Contractor:

The CMAR is, and shall perform this Agreement as, an independent contractor and not as an employee, agent, partner, or joint venturer of the City. The CMAR shall be solely responsible for the compensation, benefits, and taxes of its employees and for the means and methods of performing the Work.

16.3 No Waiver:

No failure or delay by the City in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the City must be in writing and signed by an authorized representative and shall not constitute a waiver of any other term, condition, or future breach.

16.4 Entire Agreement:

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements, understandings, negotiations, and discussions of the parties.

16.5 Amendments:

This Agreement may only be amended, modified, or supplemented by a written instrument duly executed by authorized representatives of both parties.

16.6 Severability:

If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

16.7 Notices:

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) one business day after being sent by reputable overnight courier, service prepaid, or (c) three business days after being mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to City:

City of Florida Procurement Hub
John Doe, Chief Procurement Officer
1234 Strategic Sourcing Street
Florida Procurement Hub, FL 33333
Email: JDoe@FloridaProcurementHub.com
Phone: (111) 111-1111

With a copy to (if applicable):

City Attorney's Office
1234 Strategic Sourcing Street
Florida Procurement Hub, FL 33333
Email: Legal@FloridaProcurementHub.com

If to CMAR:

[CMAR Firm Name]
Attn: [CMAR Contact Name/Title]
[CMAR Street Address]
[CMAR City, State, Zip Code]
Email: _____
Phone: _____

Or to such other address or email address as either party may designate by notice given in accordance with this section.

16.8 Assignment:

The CMAR shall not assign, transfer, convey, or otherwise dispose of this Agreement, or its right, title, or interest herein, or its power to execute such Agreement to any other person, company, or corporation, without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

16.9 Subcontracting:

The CMAR shall not subcontract any portion of the Work without the prior written approval of the City. The CMAR shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the CMAR. Approval of any subcontractor shall not relieve the CMAR of any of its obligations under this Agreement.

16.10 Conflict of Interest:

The CMAR represents and warrants that it has no conflict of interest, direct or indirect, that would conflict in any manner with the performance of its obligations under this Agreement. The CMAR further agrees that it will not acquire any interest, direct or indirect, that would conflict in any manner with the performance of its obligations hereunder.

16.11 Drug-Free Workplace:

The CMAR shall comply with all applicable provisions of Section 440.102, Florida Statutes, regarding drug-free workplace programs if applicable.

16.12 Sovereign Immunity:

Nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, or other applicable law. This Agreement shall not be construed to create any rights in third parties not a party to this Agreement.

16.13 Headings:

The headings in this Agreement are for convenience only and shall not affect its interpretation.

16.14 Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for purposes of this Agreement.

ARTICLE 17: ATTACHMENTS

The following Exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A – Project Program and Scope Description
- Exhibit B – CMAR's Fee and Basis for Cost of the Work / General Conditions
- Exhibit C – Insurance Requirements
- Exhibit D – GMP Amendment Form / Template
- Exhibit E – Public Records Act Compliance Rider (if applicable)
- Exhibit F – Key Personnel of CMAR

- Exhibit G – Trade Contractor Bidding and Award Procedures (if applicable)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

CITY OF FLORIDA PROCUREMENT HUB

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (if required by City Charter/Ordinance):

By: _____

Print Name: City Clerk (or designee)

Title: City Clerk

Date: _____

(CITY SEAL if applicable)

[CMAR FIRM NAME]

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

WITNESS (for CMAR, if required):

By: _____

Print Name: _____

(CORPORATE SEAL if applicable)

UNAUTHORIZED USE PROHIBITED