



CLIENT MASTER SERVICES AGREEMENT AND TASK ORDER

ATKINSRÉALIS Opportunity Number:

This Master Services Agreement ("Agreement"), effective this day of 2024, is by and between AtkinsRéalis USA, Inc., having offices at 4030 West Boy Scout Boulevard, Ste. 700, Tampa, Florida 33607 ("ATKINSRÉALIS"), and the City of Crystal River, Florida, having offices at 123 NW US Highway 19, Crystal River, FL 34428 ("Client"). Hereinafter, ATKINSRÉALIS and Client shall be collectively referred to as the "Parties" or individually referred to as a "Party."

1. General Responsibility: Client desires to engage ATKINSRÉALIS to perform the services in accordance with the terms and conditions of this Agreement and as provided in future Task Orders ("Task Orders") which Client may, from time to time, enter with ATKINSRÉALIS.

2. Services: ATKINSRÉALIS agrees to provide services to Client as more fully set forth in future Task Orders ("Services") between Client and ATKINSRÉALIS, and as and when directed by Client, in the form attached as Exhibit 1. It is understood and agreed that ATKINSRÉALIS' services under this Agreement do not include participation in or support for any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the Client and ATKINSRÉALIS describing the services desired and providing a basis for compensation to ATKINSRÉALIS.

3. Fee: The Scope of Services and Fee for such Services shall be defined in separate Task Orders. Each Task Order will be governed by the terms and conditions of this Agreement as if such terms and conditions were fully set forth in the Task Order.

4. Duration: This Agreement shall become effective on the date first written above (the "Effective Date") and shall remain in effect for a period of three (3) years unless terminated or extended as provided herein. Client may renew for two (2) renewals, each at one (1) year by written agreement of both Parties.

5. Invoice Procedure: Not later than the end of each financial month, or at such earlier time as directed by Client, ATKINSRÉALIS shall invoice Client for Services performed that month. The invoice shall reference the ATKINSRÉALIS Opportunity Number and Task Numbers.

6. Assignment: Neither the Client nor ATKINSRÉALIS will assign or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

7. No Warranty: ATKINSRÉALIS makes no warranties, expressed or implied, or arising by operation of the law or course of performance, custom, usage in the trade or profession, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

8. Limit of Liability: The limit of liability of ATKINSRÉALIS to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

9. Mutual Waiver of Consequential Damages: Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the parties waive all claims against each other for indirect or consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort, negligence, strict liability, or otherwise, including but not limited to losses of profits, use, excess construction costs, alternative means or methods, or losses of funding.

10. Construction Services: If, under this Agreement, professional services are provided during the construction phase of the project, ATKINSRÉALIS shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. ATKINSRÉALIS does not guarantee and

shall have no liability for the failure of contractors performing construction work to comply with any construction schedules or any plans or specifications or to perform the work to contract prices or to achieve anticipated construction costs.

11. Insurance: ATKINSRÉALIS shall at all times carry Workers' Compensation insurance as required by statute, commercial general liability insurance including bodily injury and property damage, automobile liability coverage, and professional liability coverage. Insurance certificates will be provided to Client upon request. Client agrees to require that ATKINSRÉALIS be named additional insured on insurance coverages provided by contractors on the Project.

12. No Individual Liability: Pursuant to section 558.0035, *Florida Statutes*, an individual employee or agent of ATKINSRÉALIS may not be held individually liable for negligence.

13. Termination: Client may terminate this Agreement or any Task Order issued hereunder for convenience and without cause upon thirty (30) days written notice to ATKINSREALIS. If Client seeks to terminate the Agreement, or any Task Order issued under this agreement, for cause, ATKINSRÉALIS shall be given an opportunity to develop a plan to cure any declared default within thirty (30) calendar days from the date of written notification. ATKINSRÉALIS may terminate this Agreement for cause by giving Client thirty (30) days written notice of the cause in which to cure the cause or breach. ATKINSRÉALIS shall be compensated for all work performed up to the date of termination, including reimbursable expenses.

14. Force Majeure: ATKINSRÉALIS shall not be responsible for delays or failures in performance resulting from acts beyond its reasonable control. Such acts shall include, but not be limited to, acts of God, strikes, acts of war, epidemics, Government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, acts of terrorism, or other disasters. Time of performance and compensation to ATKINSRÉALIS shall be adjusted appropriately for any such event.

15. Dispute Resolution: If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third-party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by ATKINSRÉALIS.

16. Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total cost and/or execution of projects. These conditions and cost/execution effects are not the responsibility of ATKINSRÉALIS.

17. Hazardous Waste, Materials, or Substances: Unless otherwise specifically provided in this Agreement, ATKINSRÉALIS shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

18. Client-Furnished Data: Client shall provide to ATKINSRÉALIS all data in Client's possession relating to ATKINSRÉALIS' Services. Client shall be responsible for, and ATKINSRÉALIS may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to ATKINSRÉALIS pursuant to this Agreement. ATKINSRÉALIS may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

19. Record Drawings: Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner

in which the Project was finally constructed. ATKINSRÉALIS is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

20. Documents: All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from ATKINSRÉALIS' services under this Agreement are and remain the property of ATKINSRÉALIS as instruments of services. Where such documents are required to be filed with governmental agencies, ATKINSRÉALIS will furnish copies to the CLIENT upon request. Any unapproved use or modification shall be at the CLIENT'S sole risk without liability or legal exposure to ATKINSRÉALIS unless approved in writing prior to such reuse.

21. Limited Copyright License: ATKINSRÉALIS grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by ATKINSRÉALIS as "Reproduction Authorized."

22. Intellectual Property: With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or pursuant to this Agreement shall remain the sole and exclusive property of ATKINSRÉALIS, its successors and assigns unless licensed or assigned by ATKINSRÉALIS pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all: inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works, and in all other original works of authorship.

23. Permitting: In cases where the scope of services requires ATKINSRÉALIS to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, ATKINSRÉALIS does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by ATKINSRÉALIS is not contingent upon the successful acquisition of these permits. ATKINSRÉALIS shall not be responsible for Regulatory Agency delays.

24. Access to Facilities and Property: Client will make its facilities accessible to ATKINSRÉALIS as required for ATKINSRÉALIS' performance of its services and will provide labor and safety equipment as required by ATKINSRÉALIS for such access. Client will perform, at no cost to ATKINSRÉALIS, such tests of equipment, machinery, pipelines, and other components of Client's facilities as may be required in connection with ATKINSRÉALIS' services.

25. No Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. It is expressly understood and agreed that the enforcement of these items and conditions shall be reserved to Client and ATKINSRÉALIS. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of Client and ATKINSRÉALIS that any such person or entity, other than Client and ATKINSRÉALIS, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

26. Non-Solicitation: Without the prior written permission of the other Party, neither Party shall actively recruit, solicit or otherwise attempt to hire the employees of the Other Party. Each Party further acknowledges that the restrictions contained in this Agreement are necessary for the protection and goodwill of both Parties and reasonable for that purpose. Each Party therefore agrees that any breach of the terms of this provision is likely to cause the Other Party substantial, irrevocable, and irreparable harm. In the event of any such breach, the breaching Party agrees that the Other Party, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive or marketing relief including interim or interlocutory relief.

27. Schedule: ATKINSRÉALIS' services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of any Project authorized pursuant to this Agreement.



28. Waiver: Any failure by ATKINSRÉALIS to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and ATKINSRÉALIS may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

29. Governing Law: This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.

30. Severability: In the event any term or provision of this Agreement or applicable Task Order is held invalid, void or otherwise unenforceable, the remainder of the Agreement or Task Order shall not be affected, impaired or invalidated. Each remaining term and provision of the Agreement or Task Order shall be valid and enforceable to the fullest extent permitted by law.

31. Notices: All notices, certifications or acknowledgments given under this Agreement shall be in writing and delivered personally or sent by registered mail, reputable overnight courier service, telegram, fax or other confirmed electronic means. Such notices shall be effective upon receipt by the addressee. Notices shall be sent to:

AtkinsRéalis

4030 W Boy Scout Blvd, Ste 700
Tampa FL, 33607

Attention: Charlotte Maddox, Sector Manager

City of Crystal River

123 North West Highway 19
Crystal River, FL 34428

Attention: Douglas Baber, City Manager

32. Entirety of Agreement: This Agreement and any Task Orders embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing signed by both parties hereto.

33. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

34. Indemnification: ATKINSRÉALIS shall indemnify and hold harmless Client, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent act or omissions of ATKINSRÉALIS and other persons employed or utilized by ATKINSRÉALIS in the performance of services pursuant to this Agreement.

Task Order specific terms and conditions will be specified on each respective task order.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

AtkinsRéalis

Name: _____
Title: _____
Date: _____

City of Crystal River

Name: _____
Title: _____
Date: _____



TASK ORDER

ATKINSRÉALIS Project Number:

Task Order Number:

This Task Order is made part of and governed by the terms and provisions of the Master Services Agreement, dated the _____ day of _____, 20____ ("Agreement"), by and between AtkinsRéalis ("ATKINSRÉALIS") and _____ (the "Client"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

Scope of Services: In performing its work under this Task Order, ATKINSRÉALIS shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by ATKINSRÉALIS. ATKINSRÉALIS agrees to perform the following scope of services in accordance with the Payment Basis set forth below.

Describe Scope of Services here

Payment Basis: Select the basis of payment for this Task Order:

☐ Time and Materials (T&M)
Total Labor: _____
Total Materials: _____
Total Ceiling "NTE" Amount: _____

☐ Firm-Fixed Price (FFP)
Total Task Order Amount: _____

☐ Cost Plus Fixed Fee (CPFF)
Total Estimated Costs: _____
Fixed Fee: _____
Total Price: _____

☐ Fixed Unit Rates/Prices
Total "NTE" Amount: _____

☐ Labor-Hour (LH)
Total Ceiling (NTE) Amount: _____

☐ Other
Describe basis of payment: _____

APPROVAL/ACCEPTANCE

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. This Task Order consists of this document and any supplemental pages attached and referenced hereto.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

AtkinsRéalis:

Name: _____
Title: _____
Date: _____

City of Crystal River:

Name: _____
Title: _____
Date: _____