

SETTLEMENT AGREEMENT AND RELEASE

Atkins North America, Inc. ("Atkins") and the City of Venice, Florida (the "City"), (collectively herein, the "Parties" or each individually, a "Party") hereby enter this Settlement Agreement and Release (the "Agreement"). This Agreement shall be deemed effective as of the date of signature of the last Party to sign this Agreement (the "Effective Date").

WHEREAS, pursuant to City Contract Work Assignment No. 2017-03 pursuant to the November 30, 2016 agreement with Atkins (Atkins Project No. 100063457 City of Venice Downtown Corridor Roadway Improvements) as well as the City's Contract Invitation to Bid (ITB) # **3084-18 Downtown Roadway Corridor Improvements Re-Bid** with Quality Enterprises USA, Inc. ("Contractor"), the City has provided notice to Atkins in late 2019, regarding the City's claim involving issues related to the electrical design completed by Atkins, specifically regarding the electrical load capacity as well as the location of the installed receptacles relative to the irrigation sprinklers (the "Dispute"); and

WHEREAS, all Parties, including Contractor, have agreed that the total cost to resolve the Dispute is \$26,225.00; and

WHEREAS, Atkins has agreed to pay the above-stated amount to the City in settlement of the Dispute; and

WHEREAS, Atkins has agreed to accept the City's terms and conditions in order to resolve this Dispute in an amicable manner that is satisfactory to both Parties,

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations, and warranties contained herein, the Parties, intending to be legally bound, do hereby agree as follows:

1. Atkins hereby agrees to pay the City the total sum of twenty-six thousand, two hundred twenty-five and 00/100 dollars (\$26,225.00) in full and final settlement of the Dispute within thirty (30) days of the Effective Date.
2. Except as to the obligations created by this Agreement, City hereby releases and forever discharges Atkins and its owners, members, employees, representatives, officers, agents, attorneys, successors and assigns, from any and all claims, debts, liabilities, demands, obligations, costs, expenses, attorneys' fees, causes of action, defenses and offsets of every nature, character and description which City has held, now holds, or may hold in the future, which arise out of or relate to the Dispute.
3. Except as to the obligations created by this Agreement, Atkins hereby releases and forever discharges City, from any and all claims, liens, debts, liabilities, demands, obligations, costs, expenses, attorneys' fees, causes of action, defenses and offsets of every nature, character and description which Atkins has held, now holds, or may hold in the future, which arise out of or relate to the Dispute.
4. The Parties expressly understand, agree and acknowledge that each of the other Parties expressly deny that each is liable to the other on any basis, and that this Agreement does not constitute

either an admission of liability by any of the parties with respect to any claims raised, or that could have been raised with regard to this Dispute.

5. Time is of the essence for this Agreement.

6. All individuals who execute this Agreement on behalf of any of the Parties represent and warrant that they have full and unconditional authority to act for and to bind that particular party.

7. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Florida applicable to contracts executed and delivered in, and to be performed entirely within, the State of Florida.

8. The Parties warrant, represent, and agree that they have completely read this Agreement and have had the opportunity to review its terms with counsel of their choosing. The Parties agree that the Parties fully understand and voluntarily accept the terms of this Agreement.

9. The provisions of this Agreement are severable, and, if a court having proper jurisdiction declares any provision invalid, the invalidity of any provision hereof shall not invalidate any other provision.


10. This Agreement contains all of the agreements of the Parties to it with respect to the matters contained herein and no prior to or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. The terms of this Agreement are contractual and not a mere recital. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original; however, in pleading and proving this Agreement only one such counterpart need be produced.

11. Each Party shall pay its own legal fees incurred in the negotiation, drafting, or execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly authorized and executed this Agreement as of the date first above written.

Atkins North America, Inc.

City of Venice, Florida

By: 
Name: Rene de los Rios
Title: Vice-President/Associate General
Counsel
Dated: October 16, 2020

By: _____
Name: _____
Title: _____
Dated: _____

Attest: _____
City Clerk

Approved as to Form: _____
City Attorney