

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

This Agreement and Release of Claims (“**Agreement and Release**”), made and entered into this [DATE] day of [MONTH], [YEAR], by and between SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public entity (“**District**”), and [Name of Design-Build Entity], whose place of business is at [_____] hereinafter called “**Design-Build Entity**”.

RECITALS

1. District and Design-Build Entity entered into Bid No. 86459, San Mateo County Community College District Athletic Facilities Improvements Contract, in the County of San Mateo, State of California.
2. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between District and Design-Build Entity as follows:

AGREEMENT

3. Design-Build Entity will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Design-Build Entity	\$ _____

4. Subject to the provisions of this Agreement and Release, District shall forthwith pay to Design-Build Entity the sum of [_____] Dollars and [_____] Cents (\$[_____]) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with District as of the date of such payment.
5. Design-Build Entity acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6, and continuing obligations described in Paragraph 8, below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Design-Build Entity against District and all of its agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 6, and continuing obligations described in Paragraph 8, below.

6. The following claims submitted under Document 00700, Article 1.12 are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
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[Insert information, including attachment if necessary]

7. Consistent with California Public Contract Code, Section 7100, Design-Build Entity hereby agrees that, in consideration of the payment set forth in Paragraph 4, above, Design-Build Entity hereby releases and forever discharges District and all of its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of Design-Build Entity, shall remain in full force and effect as specified in the Contract Documents.
9. Design-Build Entity shall immediately defend, indemnify and hold harmless District and all of its agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Design-Build Entity’s suppliers and/or subDesign-Build Entitys of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 6, above.
10. Design-Build Entity hereby waives the provisions of California Civil Code, Section 1542 which provides as follows:
- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT

DESIGN-BUILD ENTITY

BY: _____

BY: _____

Its: _____

Its: _____

END OF DOCUMENT