

DOCUMENT 00 6530

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Contract Code § 7100]
(Design-Build)

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (“Agreement and Release”), made and entered into this [date] day of [Month], [20], by and between the City of Santa Clarita (“Owner”), and [Name of Design-Build Team] (“Design-Build Team”), whose place of business is at [Address of Design-Build Team].

RECITALS

- A. Owner and Design-Build Team entered into Contract (the “Contract”) for construction of the City of Santa Clarita Parking Structure – Old Town Newhall Parking Structure Project, located at the southeast corner of 9th Street and Railroad Avenue in the City of Santa Clarita, California.
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Design-Build Team as follows:

- 1. Design-Build Team acknowledges and hereby agrees that the following is an accurate summary of the Contract Sum.

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

- 2a. Subject to the provisions of this Agreement and Release, City will forthwith pay to Design-Build Team the sum of [**Insert Progress Payment Due Design-Build Team _____ Dollars and _____ Cents (\$ _____)**] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 2b. Subject to the provisions of this Agreement and Release, Owner will pay to Design-Build Team within sixty (60) days of the Notice of Completion the sum of [**Insert Retention Payment Due Design-Build Team _____ Dollars and _____ Cents (\$ _____)**] representing the Design-Build Team’s retention, less any amounts withheld under the Contract or represented by any Notices to Withhold Funds on file with Owner as of the date of such payment.

3. Design-Build Team acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 6530. In executing this Agreement and Release, the parties intend 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 Team against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 6530 or Claims received subsequent to the date of this Agreement. Nothing in this Agreement and Release shall limit or modify Design-Build Team's continuing obligations described in this Document 00 6530.
4. The following claims submitted under Document 00 7253 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release.

[Insert information in Chart below, affix attachment if necessary]

Claim No.	Date Submitted	Description of Claim	Amount of Claim

5. Consistent with California Public Contract Code Section 7100, Design-Build Team hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 6530, Design-Build Team hereby releases and forever discharges Owner, any of the Owner 's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees from any and all claims, demands, actions, obligations, costs, expenses, damages, losses, liabilities, and causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Design-Build Team, shall remain in full force and effect as specified in the Contract Documents.
7. Design-Build Team shall immediately defend, indemnify, and hold harmless Owner, any of the Owner's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees from any and all claims, demands, actions, obligations, costs, expenses, damages, losses, liabilities, and, causes of action of whatever kind or nature that may be asserted against them by any of Design-Build Team's suppliers and/or SubDesign-Build Teams 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 4 of this Document 00 6530.

8. Design-Build Team hereby waives the provisions of California Civil Code Section 1542, which provide 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.

9. 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 regulation, 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.

10. Design-Build Team represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

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

CITY OF SANTA CLARITA

DESIGN-BUILD TEAM

By: _____
Signature

By: _____
Signature

Name: _____
Print

Name: _____
Print

Its: _____
Title

Its: _____
Title

REVIEWED AS TO FORM:

Dated: _____, 20__

By: _____
City Attorney

END OF DOCUMENT