

DOCUMENT 00650  
**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [ 20<sup>th</sup> ] day of [ August ], 2025, by and between the BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT, a public agency of the State of California ("District"), and Piazza Construction ("Contractor"), whose place of business is at

5200 Carroll Road, Petaluma, CA 94952.

**1. RECITALS:**

- A. District and Contractor entered into Contract No. 2665, Tank Site Pipeline Replacement Project, (the "Contract").
- B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between the District and Contractor as follows:

**2. AGREEMENT:**

- A. Contractor will not be assessed liquidated damages except as detailed below:

None.

Original Contract Sum: \$ 318,850.00

Modified Contract Sum: \$ 324,927.50

Payment to Date: \$ 306,185.01 (plus 5% Retention [\$16,115.00] sits in escrow account)

Liquidated Damages: \$ 0.00

Payment Due Contractor: \$ 0.00

- B. Subject to the provisions of this Agreement and Release, the District will forthwith pay to the Contractor the sum of \$ 0.00 Dollars (\$ 0.00) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with the District as of the date of such payment.
- C. The Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against the District arising from the Contract, except for the claims described in Article 2.D of this DOCUMENT 00650 – AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS. 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 the Contractor against the District, and all if its agents, employees, consultants (including without limitation Construction Manager and Inspector), inspectors, representatives, assignees and transferees except for the Disputed Claims set forth in Article 2.D of this DOCUMENT 00650 – AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS. Nothing in this Agreement and Release shall limit or modify the Contractor's continuing obligations described in Article 2.F of this DOCUMENT 00650 – AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS.

- D. The following claims are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

<b>Claim Number</b>	<b>Date Submitted</b>	<b>Description of Claim</b>	<b>Claim Amount</b>

**[Insert information above and include attachment, if necessary]**

- E. Consistent with California Public Contract Code Section 7100, the Contractor hereby agrees that, in consideration of the payment set forth in Article 2 of this DOCUMENT 00650 – AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS, the Contractor hereby releases and forever discharges the District, and all of its agents, directors, employees, consultants, inspectors, assignees, authorized volunteers 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
- F. Guarantees and warranties for the Work, and any other continuing obligation of the Contractor, shall remain in full force and effect as specified in the Contract Documents.
- G. The Contractor shall immediately defend, indemnify and hold harmless Bolinas Community Public Utility District, any of its Representatives, Engineers, and all of their agents, directors, employees, consultants, inspectors, assignees, authorized volunteers 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 Contractor’s suppliers and/or Subcontractors 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 Article 2.D of this DOCUMENT 00650 – AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS.
- H. The Contractor 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.
- I. 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.
- J. The Contractor 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.
- K. All rights of the District 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 \* \* \***

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

By (signature): \_\_\_\_\_

Printed Name: Jack Siedman

Title: Board President

ATTEST:

  
\_\_\_\_\_  
Secretary, Bolinas Community Public Utility District

[CONTRACTOR]

By (signature):  \_\_\_\_\_

Printed Name: James A. Piazza

Title: Owner

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel for Bolinas Community Public Utility District

\_\_\_\_\_, 20\_\_\_\_