

**EXHIBIT A: FINAL SETTLEMENT AND RELEASE OF CLAIMS  
CONTRACT NO. WW-684**

**45th Ave, 46th Ave, 47th Ave, Vicente St, Wawona St and Sloat Blvd Sewer Replacement**

This agreement and release of claims ("Agreement and Release") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the City and County of San Francisco, State of California, by and between \_\_\_\_\_, (hereinafter referred to as "Contractor"), whose principal place of business is \_\_\_\_\_, and the City and County of San Francisco, a municipal corporation, (hereinafter referred to as "City"), acting by and through the San Francisco Public Utilities Commission.

**RECITALS**

1. WHEREAS, City and Contractor entered into Contract No. WW-684, Project 45th Ave, 46th Ave, 47th Ave, Vicente St, Wawona St and Sloat Blvd Sewer Replacement, (hereinafter referred to as "Contract"); and
2. WHEREAS, The Work under the Contract has been completed and the City has issued a certificate of acceptance for the Work per Administrative Code Section 6.22(k); and
3. WHEREAS, Contractor has submitted its final application for payment.

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

**AGREEMENT**

1. Contractor and the City agree as follows:

Original Contract Sum:	\$ _____
Change Orders (1 through ____ and Final Quantity Adjustment):	\$ _____
Modified Contract Sum:	\$ _____
Payments to Date (direct payments to Contractor and releases of retention):	\$ _____
Retention Remaining in Escrow Account:	\$ _____
Amount Due before Adjustments for Offsets & Stop Notices:	\$ _____
Offsets (e.g., OLSE forfeiture, non-conforming work, liquidated damages, etc.):	(\$ _____)
Outstanding Stop Notices (withheld @ 125% of Stop Notice amounts):	(\$ _____)
<b>FINAL PAYMENT DUE CONTRACTOR:</b>	<b>\$ _____</b>
Retention Release to Contractor from Escrow:	\$ _____
Return of Funds to City from Escrow:	\$ _____

2. Subject to the provisions of this Agreement and Release, City shall forthwith pay to Contractor the sum of \$\_\_\_\_\_ under the Contract, less any amounts represented by Notices to Withhold Funds on file with the Controller as of the date of such payment.
3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against the City arising from the performance of Work under the Contract, except for (i) the Disputed Claims described in Paragraph 4, below, and (ii) continuing obligations described in Paragraph 6, below. It is the intention of the parties in executing this Agreement and Release that, upon Contractor's receipt of the final payment and escrow release amounts identified in Paragraph 1, above, this Agreement and Release shall be effective as a final accord and satisfaction and as a full and final release of all claims, as set forth in the paragraphs below.
4. The following claims are disputed (the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Contract Claim No.	Date Submitted	Description of Claim	Amount of Claim

**Nothing herein shall operate to toll, waive, or excuse Contractor's compliance with the Government Code Claim requirements under California Government Code Section 900, et seq., and San Francisco Administrative Code Chapter 10 as to the Disputed Claims. Refer to Article 13 of Contract Section 00 72 00 (General Conditions).**

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges the City, its boards and commissions, and all of its officers, agents, members, employees, authorized representatives, 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, about which the Contractor knows or should have known, except for the Disputed Claims.
6. Guarantees and warranties for Work, indemnity, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. The provisions of this Agreement 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 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.
8. All rights of City shall survive completion of the Work or termination of Contract, and execution of this Release.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Release on the day first mentioned above.

**\*\*\*CAUTION: THIS IS A RELEASE – READ BEFORE EXECUTING\*\*\***

CONTRACTOR

CITY

By: \_\_\_\_\_

By: Dennis J. Herrera

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

Title: General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

David Chiu, City Attorney

By: \_\_\_\_\_

\_\_\_\_\_, Deputy City Attorney

**END OF SECTION**