

**INDEMNITY AND RELEASE AGREEMENT**

Dated \_\_\_\_\_

POTENTIAL BIDDER: \_\_\_\_\_

DISTRICT: ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION  
DISTRICT,  
ACTING BY AND THROUGH ITS ZONE 7 WATER AGENCY

SITE(S): \_\_\_\_\_

PROJECT: \_\_\_\_\_

In consideration of the above-referenced District's permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless District, and its officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of District or by any released and indemnified party.
2. Bidder 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.
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00320 (Geotechnical Data and Existing Conditions) and Document 00335 (Hazardous Materials Documentation).
4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 00700 (General Conditions).

5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 00520 Agreement), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

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Name of Bidder

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

Its: \_\_\_\_\_  
Title (If Corporation: Chairman,  
President or Vice President)

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

Its: \_\_\_\_\_  
Title (If Corporation: Secretary,  
Assistant Secretary, Chief Financial  
Officer or Assistant Treasurer)

END OF DOCUMENT