

# Design-Builder's Conditional Claim Waiver And Release Upon Progress Payment

STATE OF GEORGIA  
COUNTY OF OCONEE

The undersigned, \_\_\_\_\_ ("Design-Builder"), has been engaged under contract with Oconee County Board of Commissioners ("Owner") to furnish certain materials, equipment, services, and/or labor for the design and construction of improvements known as the Calls Creek WRF Upgrade ("Project"), together with all improvements and appurtenances attendant thereto, which is located at 1100 Durhams Mill Way, Watkinsville, Oconee County, State of Georgia.

Upon receipt of the sum of \$ \_\_\_\_\_, the Design-Builder waives and releases any and all claims, demands, actions, causes of action or other rights against Owner through the date of \_\_\_\_\_, \_\_\_\_ ("Current Date") and reserves only those rights that the Design-Builder might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Project. Exceptions as follows:

(If no exception or "none" is entered above, undersigned shall be deemed not to have reserved any claim except those rights it may have in retained amounts.)

Design-Builder affirms, warrants, and represents that Design-Builder has paid in full all laborers, materialmen, mechanics, manufacturers, suppliers, and subcontractors for all work performed and who have furnished services, labor, equipment, or materials, or any one of these items to the Design-Builder, for use at the Project through and including \_\_\_\_\_, \_\_\_\_ (date of Design-Builder's last prior Application for Payment), and that the Design-Builder is not indebted to any person or entity for labor, equipment, services or materials used in connection with or as a part of such Project in any amount whatsoever through and including the date hereof, except as listed below:

(If no persons or entities listed or "none" is entered above, undersigned shall be deemed to have represented that it is not indebted to any person or entity for labor, equipment, services or materials used in connection with or as a part of the Project.)

Design-Builder further affirms, warrants, and represents that there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Design-Builder's work through and including the date hereof which might be the basis of any claim, suit, lien, or demand that could be asserted against Owner, Design-Builder, the Project, and all property, real and personal, related to the Project other than those exceptions listed above.

This Waiver and Release is freely and voluntarily given, and the undersigned acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. Design-Builder agrees to indemnify, hold harmless and defend Owner against any and all loss, claims, damages, costs or expense, of any nature whatsoever, including all attorneys' fees, and the fees of consultants, experts and other professionals, arising out of any claims or demands made by any of its employees, laborers, materialmen, subcontractors and consultants, of any tier, for materials, services, equipment and labor supplied to the Project through the Current Date other than those exceptions listed above.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, including any obligations of the undersigned to the Owner.

**FOR DESIGN-BUILDER:**

Applicable to Application for Payment No(s). \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

**AFFIDAVIT**

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of the Design-Builder and that this document was signed under oath personally and on behalf of the Design-Builder.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_