

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

The undersigned has been paid in full for all labor, services, equipment, or material furnished to _____ on the project of the County of Amador located at _____ and does hereby release any _____

(name of payor)

(project name and location)

lien, stop notice, or bond right that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to _____ through _____

(name of payor)

(date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: _____

(Company Name)

By: _____

Title: _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to

_____ on the project of the County of Amador located at
(name of payor)

_____ and does hereby waive and
(project name and location)

release any right to a mechanic's lien, stop notice, or any right against a labor and material bond

on the project, except for disputed claims for extra work in the amount of \$_____.

Dated: _____

(Company Name)

By: _____

Title: _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from _____
(name of payor)

in the sum of \$ _____ payable to _____
(amount of check) (payee or payees of check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at _____

_____ to the following extent. This release
(project name and location)

covers a progress payment for labor, services, equipment, or material furnished to

_____ through _____
(name of payor) (date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: _____
(Company Name)

By: _____

Title: _____

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

Upon receipt by the undersigned of a check from _____
(name of payor)

in the sum of \$ _____ payable to _____
(amount of check) (payee or payees of check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn,
this document shall become effective to release any mechanic's lien, stop notice or bond right the
undersigned has on the project of the County of Amador located at

(project name and location)

This release covers the final payment to the undersigned for all labor, services, equipment or
material furnished on the job, except for disputed claims for extra work in the amount of

\$ _____. Before any recipient of this document relies on it, said party should verify evidence
of payment to the undersigned.

Dated: _____

(Company Name)

By: _____

Title: _____

Project:

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims (“Agreement and Release”), made and entered into this [redacted] day of [redacted], 20 [redacted], by and between the County of Amador (“County”), [redacted] (“Contractor”), whose place of business is at [redacted].

RECITALS

- A. On date [redacted], County and Contractor entered into a contract (the “Contract”) in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the “Work”) constituting scope of work [redacted].
- B. Work under Contract for the Name of Project [redacted] has been completed.

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

AGREEMENT

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum	\$	<u>Original Contract Sum</u>
Modified Contract Sum	\$	<u>[original sum plus change orders]</u>
Payment to Date	\$	<u>[sum of all payments to date]</u>
Damages	\$	<u>(0) Zero [assuming contractor agrees]</u>
Payment Due Contractor	\$	<u>[balance due contractor]</u>

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of [spell out balance due contractor] Dollars and ??/Cents (\$ balance due) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County 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 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 Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

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

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
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[No claims are associated with Work under Contract for name of project [redacted]]

- 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 County, all its agents, employees, inspectors, 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, except for the Disputed Claims.
- 6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
- 7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees 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.
- 8. 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.
- 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 regulations, 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. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

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

COUNTY OF AMADOR

CONTRACTOR:

BY: _____
Chairman, Board of Supervisors

BY: _____
Principal

APPROVED AS TO FORM:

Name: (please print) _____

Title: _____

BY: _____
County Counsel

ATTEST:
JENNIFER BURNS, Clerk of the Board
of Supervisors, Amador County, California

BY: _____

END OF DOCUMENT