

Conditional Waiver and Release on Progress Payment – Exhibit **XX**

Cover Sheet and Instructions

APPROVED DOCUMENT—This document is approved by the Office of the President and Office of the General Counsel for use by the Facility.

PURPOSE OF DOCUMENT:	Provides the University (as Owner) with a written statement wherein the contractor or subcontractor acknowledges receipt of the amount owed from a progress payment and pledges to waive certain rights related to that payment.					
CROSS-REFERENCES TO FACILITIES MANUAL (FM):	[I]:4.6.4					
CONTENTS:	Conditional Waiver and Release on Progress Payment					
FOR USE WITH: <i>(check if applicable)</i>	<input checked="" type="checkbox"/>	Long Form (LF)	<input checked="" type="checkbox"/>	Brief Form (BF)	<input checked="" type="checkbox"/>	Multiple Prime (MP)
	<input checked="" type="checkbox"/>	Design Build (DB)	<input checked="" type="checkbox"/>	CM at Risk (CM)	<input checked="" type="checkbox"/>	Job Order Contract (JOC)
	<input type="checkbox"/>	Mini Form (MF)	<input type="checkbox"/>		<input type="checkbox"/>	
COMPLETED BY:	<input checked="" type="checkbox"/>	Filling In	<input type="checkbox"/>	Adding Text	<input type="checkbox"/>	No Data Required
ITS USE IS:	<input type="checkbox"/>	Required	<input checked="" type="checkbox"/>	Optional	<input type="checkbox"/>	

*As determined by the University.

Completion Instructions: Contractor or subcontractor completes the form.

Modifications and Additions:

Comments:

Project Name: { }

Project No.: { }

**CONDITIONAL WAIVER AND
RELEASE ON PROGRESS PAYMENT**

Exhibit **XX**

Upon receipt by the undersigned of a check from

(Name of Contractor or Subcontractor)

in the sum of \$ _____

payable to _____

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 lien, stop notice, or bond right the undersigned has on the Project of The Regents of the University of California located at

(Facility and Project Name)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

(Name of Contractor or Subcontractor)

through _____ only and does not cover any retentions retained before or after the release
(Date)

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 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.

Application for Payment # _____

Dated: _____

(Company Name)

By: _____
(Name)

(Title)