



15800 SE 135TH AVENUE  
CLACKAMAS OR 97015-8909  
P (503) 650-1720 • F (503) 650-1902

ISSUE DATE: \_\_\_\_\_  
PROJECT # / NAME: \_\_\_\_\_  
SUBCONTRACTOR: \_\_\_\_\_  
SUBCONTRACT #: \_\_\_\_\_

**ATTACHMENT D – WAIVER OF MILLER ACT PAYMENT BOND RIGHTS TO CIVIL ACTION**

**UNCONDITIONAL AND RELEASE ON FINAL PAYMENT**

NOTICE: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND 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 WAIVER AND RELEASE FORM.

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Owner: DEPARTMENT OF VETERANS AFFAIRS  
Through Date: \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE**

The claimant waives and releases all rights to any bond claim, Miller Act claim, little Miller Act claim, lien rights, claims of liens, stop payment notice, or other rights against Glen/Mar Construction, Inc., the Owner, the Project, and the real property associated with the Project. The claimant agrees to indemnify Glen/Mar Construction, Inc., the Owner and the Project harmless from and against all claims for labor, goods, services and equipment furnished or used on the Project or real property. The claimant has paid their employees, vendors, labor unions, associated with this subcontract. **THE CLAIMANT CONFIRMS THAT IT HAS BEEN PAID IN FULL**, excluding retainage, for all changes or claims with respect to the Project.

This release is **UNCONDITIONAL**, and shall be effective upon execution. This release is for the benefit of, and may be relied upon by Glen/Mar Construction, Inc., the Owner, and other stakeholders on any bond posted in relationship to the Project.

The undersigned certifies under penalty of perjury the above is true to the best of his/her knowledge and that he/she is authorized to execute the same on behalf of the company.

Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

The claimant has received the following payment(s): \$ \_\_\_\_\_  
This represents all the payments the claimant has received from inception of this project through the date signed below.

**EXCEPTIONS**

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

**IF YOU HAVE ANY REMAINING CLAIMS ARISING OUT OF, OR RELATING TO, THE PROJECT, DO NOT SIGN THIS DOCUMENT.**

Claimant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_