

WAIVER AND RELEASE

By signing this waiver and release, _____ (Contractor) agrees to accept a waiver of liquidated damages of ____ days, which amounts to a waiver of \$ _____ in liquidated damages, as full and final compensation for any and all costs related to the cement material supply issue on MDOT Contract No. _____ (the Project).

By accepting the above waiver of liquidated damages, Contractor waives and releases all claims on the Project that have been, or could be, filed for additional compensation or costs related to the cement material supply issue. This waiver and release includes, but is not limited to, any and all claims for: (1) delay or acceleration costs; (2) costs incurred by subcontractors or suppliers; (3) costs relating to seasonal suspensions or conditions; (4) costs or adjustments to which the Contractor would be entitled based on an approved extension of time without liquidated damages; and (5) missed incentives or goals. Contractor further agrees that all filed claims for additional compensation or costs related to the cement material supply issue will be automatically considered withdrawn.

Contractor further agrees that the filing of any claim for additional costs or compensation related to the cement material supply issue after executing this waiver will render it null and void. If that occurs, MDOT will assess liquidated damages for the duration of the extension of time stated above.

Signature: _____

Name:

For: [Contractor]

Accepted by:

Signature: _____

Name:

Project Engineer