

EXHIBIT 17.2

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Northeast Operations Center Project

Job No. _____

On receipt by the signer of this document of a check from _____ in the sum of \$_____ payable to _____ and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of San Antonio Water System for the Project described above to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____, as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

The undersigned hereby represents and warrants that he or she is duly authorized agent of the signer and is fully authorized to sign this Lien Waiver and Release.

It is the intent of this release to comply with the provisions of Subchapter L of Chapter 53 of the Property Code of the State of Texas.

Date: _____
By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__ by _____, _____ of _____, a limited company, for the consideration herein expressed, on behalf of same.

Notary Public in and for the
STATE OF TEXAS