

EXHIBIT 17.1

DESIGN-BUILD FIRM’S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

_____ (hereinafter referred to as “Design-Build Firm”), pursuant to the Contract dated _____, 20___, between the San Antonio Water System (hereinafter referred to as “Owner”) and Design-Build Firm for design and construction of the Northeast Operations Center Project located in in San Antonio, Texas, hereby certifies and warrants on this ___ day of _____, 20___, acting by and through its undersigned representative, that, except as expressly listed by the Design-Build Firm below:

- (1) payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Design-Build Firm for damages arising in any manner in connection with the performance of the Contract referenced above for which a bond or the Owner’s property might in any way be encumbered, or for which a surety or the Owner might in any way be obligated or held responsible;
- (2) true and correct copies of the Surety’s consent to final payment and of all waivers and releases required by the Contract are attached hereto, inclusive of all waivers and releases of the Design-Build Firm, all Subcontractors, all Sub-Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have claims, liens or encumbrances or the right to assert claims, liens or encumbrances against any bonds arising in any manner out of the performance of the Contract referenced above;
- (3) TO THE MAXIMUM EXTENT PERMITTED BY LAW, DESIGN-BUILD FIRM SHALL INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO OWNER), AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, AND COSTS (INCLUDING, WITHOUT LIMITATION, COURT COSTS, FEES OF ATTORNEYS AND CONSULTANTS) NOW OR HEREAFTER INCURRED OR PAID BY OR ASSERTED AGAINST OWNER WITH RESPECT TO THE CLAIMS, LIENS, AND RIGHTS HEREIN WAIVED AND RELEASED OR ARISING OUT OF ANY BREACH OR UNTRUTH OF ANY REPRESENTATION HEREIN MADE; and
- (4) all of the provisions of this document shall bind the Design-Build Firm and the Design-Build Firm’s affiliates, shareholders, directors, managers, officers, members, employees, agents, heirs, successors, and assigns and shall inure to the benefit of the Owner and the Owner’s affiliates, shareholders, directors, managers, officers, members, employees, agents, heirs, successors, and assigns.
- (5) the Design-Build Firm specifically waives and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have as of the date of this Affidavit, except as follows:

_____.

REQUIRED DOCUMENTS ATTACHED HERETO:

DESIGN-BUILD FIRM: *(Name and address)*

1. Consent of Surety to Final Payment.
2. Design-Build Firm's Waiver and Release on Final Payment.
3. Separate Waivers and Releases from Subcontractors, Sub-Subcontractors and Suppliers on Final Payment, accompanied by a list thereof.

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me, the undersigned authority on this date:

Notary Public: _____

My Commission Expires: _____

NOTICE OF POTENTIAL CRIMINAL AND PERSONAL LIABILITY: Funds paid to the Design-Build Firm may be trust funds under the Texas Trust Fund Act (the "Act") and the Design-Build Firm's failure to pay trust funds it owes its artisans, laborers, mechanics, contractors, subcontractors, or materialmen who labor or who furnish labor or material for this project may constitute a violation of the Act and may subject the Design-Build Firm and/or its owners, officers, directors, or agents to prosecution for a criminal misdemeanor or felony under the Act, as well as personal civil liability.