

CERTIFICATE AND RELEASE

FROM: _____
(Name of Contractor)

TO: _____
(Name of Owner)

REFERENCE: CONTRACT NO. _____ ENTERED INTO THE _____ DAY
OF _____, 20 _____ BETWEEN THE _____

(Name of Owner)

OF _____ (city) _____ (state)

HEREINAFTER CALLED THE LOCAL AUTHORITY,

AND _____ (Name of Contractor)

OF _____ (city) _____ (state)

HEREINAFTER CALLED THE CONTRACTOR,

FOR THE _____ (type of construction)

OF _____ (name of project) _____ (PROJECT NO.)

LOCATED IN _____ (city) _____ (state)

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certified that there is due payable under the contract and duly approved Change Orders and modifications the undisputed balance of \$ _____.

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1. hereof there are outstanding and unsettled the following items which he claims are just and due and owing by the Local Authority to the Contractor:

(a) _____

(b) _____

(c) _____

(Itemize claims and amounts claimed. If none, so state.)

3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered _____ has been performed in accordance with the terms thereof, and that there are not claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts stated in Paragraphs 1 and 2 hereof the undersigned has received from the Local Authority all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.

5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the Local Authority from any and all claims arising under or by virtue of this contract except the amount listed in paragraph 2 hereof; provided, however, that if for any reason the Local Authority does not pay in full the amount stated in Paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under Paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in Paragraph 2 hereof, and of any amount which may be deducted from Paragraph 1 hereof, he will release the Local Authority from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Local Authority may request.

CERTIFICATE AND RELEASE

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this

_____ day of _____, 20_____.

(SEAL)

(name of contractor)

(signature and title of officer)

_____, being first duly sworn on oath, deposes and says, first, that he is the
(affiant)

_____ of the _____, second, that he has read the
(title) (name of contractor)

foregoing Certificate and Release by him subscribed as _____ of the _____.
(title) (name of contractor)

Affiant further states that the matters and things stated herein are, to the best of his knowledge and belief, true.

(signature of affiant)

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ day of _____, 20_____.

(SEAL)

(Notary)

My commission expires _____.
(Date)