**Contractor's Certificate and Release**

**CERTIFICATE AND RELEASE**

|  |  |  |  |
| --- | --- | --- | --- |
| FROM: |  | | |
|  | (Name of Contractor) | | |
| TO: |  | | |
|  | (Name of Owner) | | |
| REFERENCE: | ENTERED INTO THE OF BETWEEN THE | | |
|  |  | | |
|  | (Name of Owner) | | |
| OF |  |  | |
|  | (City) | (State) | |
|  | HEREINAFTER CALLED THE CONTRACTOR | | |
| FOR THE |  | | |
|  | (Type of Construction) | | |
| OF |  | PROJECT NO | RQ00 |
|  | (Name of Project) |  |  |
| LOCATED IN |  |  | |
|  | (City) | (State) | |

KNOW AL MEN BY THESE PRESENTS;

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved Change Order 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 o-wing by the Local Authority to the Contractor:
   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. The undersigned further certifies that all work required under this contract including work required under Change Order numbered \_\_\_\_\_\_ has been performed in accordance with terms thereof, and that there are no claims of laborers or mechanics for unpaid rates 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 relation to said wage rates.
2. Except for the amounts stated in paragraphs 1 and 2 hereof the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.
3. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the Local Authority form any and all claims arising under or by virtue of this contract except the amounts 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 2 hereof, said deduction shall not affect the validity of this release, both the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor further certifies that upon payment of the amounts listed in paragraph 2 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.

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

\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

(Name of Contractor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature and Title of Officer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being fist duly sworn on oath, deposes and says, first he is the \_\_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, second, that he has read the foregoing Certificate and Release by him subscribed as \_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_. 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 \_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Form AVP-500905

Rev. June 2017