



CERTIFICATE AND RELEASE

(Final Payment)

FROM: _____
(Name of Contractor)

TO: PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY (District)

REFERENCE BID NO. _____ ENTERED INTO THE _____ DAY OF _____, 20____
BETWEEN THE DISTRICT AND THE CONTRACTOR of _____
(City, State)

FOR THE _____ LOCATED
IN CHELAN COUNTY and STATE OF WASHINGTON.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the District to the Contractor under the Contract and duly approved Field Work Order/Change Order(s) the balance of \$_____.

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items which the Contractor claims are just, due and owing by the District to the Contractor:
(Itemize claims and amounts due - attach additional pages if necessary.)
(None, unless otherwise stated)

3. The undersigned further certifies that all Work required under this Contract, including Work required under Field Work Order/Change Order(s) numbered _____, has been performed in full compliance with the terms thereof; that all contractual conditions have been satisfied; that there exist no outstanding unpaid taxes owed by the Contractor to the State of Washington as a result of this Contract, and that there are no unpaid claims for materials, unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors have fully conformed with the Contract provisions and state and federal laws and regulations relating to wage rates.

4. Except for the amounts stated under paragraphs 1 and 2 hereof, the undersigned has received from the District full and complete payment of all sums of money payable to the undersigned under or pursuant to the above mentioned Contract or any modification or change thereof.

5. In consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release the District from any and all claims arising under or by virtue of this Contract, except the amount(s) listed in paragraph 2 hereof; provided, however, that if for any reason the District does not pay in full the amount stated in paragraph 1 hereof, such deduction shall not affect the validity of this release, but the



CONTRACT DOCUMENTS Bid No.

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 the payment of the amount listed in paragraph 1 hereof, it shall release the District from any and all claims of any nature whatsoever arising out of the Contract or modification thereof and shall execute such further releases or assurances as the District may request.

6. This Certification and Release is in no way intended to, and shall not, operate to release and/or relieve Contractor and/or Contractor's successors, agents, and assigns from any past, present and/or future obligation, warranty or duty under the Contract and/or pursuant to statute and/or federal law.

IN WITNESS WHEREOF, the undersigned has executed this instrument on behalf of the Contractor this ____ day of _____, 20____, and declares under penalty of perjury under the laws of the State of Washington that the matters stated herein are true, accurate and complete, and that it is fully authorized to act on behalf of the Contractor in this regard.

Submitted By: _____
(Name of Contractor – typewritten or printed)

Per: _____
(Signature)

Title: _____