

CERTIFICATE AND RELEASE

FROM: _____
(Company Name)

TO: Helena Housing Authority

REFERENCE: Contract entered into on _____ between the Helena Housing Authority of the City of Helena in the State of Montana, hereinafter called the Owner and _____ in the State of Montana, hereinafter called the Contractor for **HHA-FY21-IFB-001: Concrete/504 Accessibility & Parking Lot Resealing and Repairs Project** for Helena Housing Authority.

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved Change Orders and modifications the undisputed amount of \$ _____ (_____ dollars and _____ cents)
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/she claims are just and due and owing by the Owner to the Contractor:
 - a. No additional due other than final payment of \$ _____
 - b.
 - c.
 - d.
3. The undersigned further certifies that all work required under this Contract, including work required under Change Orders has been performed in accordance with the terms thereof, and that there are no 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 amount stated in paragraphs 1 and 2 hereof, the undersigned has received from the Owner 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 2 hereof, the undersigned does hereby release the Owner from 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 Owner does not pay in full the amount stated in paragraphs 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 shown as an amount which the Contractor shall not release, but will release upon payment thereof. The Contractor further certifies

that upon payment of the documents listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 1 hereof, he will release the Owner from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further release or assurances as the Owner may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 2021.

(Company Name)

(Signature and Title of Officer)

Subscribed and sworn to before me this _____ day of _____, 2021.

(SEAL)

Notary Public for the State of Montana

My Commission Expires: _____