

Schenectady Municipal Housing Authority

# Contractor's Certificate and Release

**CONTRACTOR:**

**OWNER:** Schenectady Municipal Housing Authority

**REFERENCE:**

Contract number \_\_\_\_\_ entered into the \_\_\_\_\_ day of \_\_\_\_\_ between the Schenectady Municipal Housing Authority of the City of Schenectady and the State of New York, hereinafter called the Public Housing Agency (PHA), and the Contractor, \_\_\_\_\_, hereinafter called the Contractor, for the construction of \_\_\_\_\_ located at \_\_\_\_\_ in the state of New York.

**KNOW ALL MEN BY THESE PRESENTS:**

1. The undersigned hereby certifies that there is due and 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 PHA to the Contractor:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

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

3. The undersigned certifies that all work required under this contract including work required under Change Order(s) numbered \_\_\_\_\_ 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 amounts stated in paragraphs 1 and 2 hereof, the undersigned has received from the PHA all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modifications thereof.

Schenectady Municipal Housing Authority

**Contractor's Certificate and Release (cont)**

5. That in consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release the PHA 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 PHA does not pay in full the amount stated in paragraph 1 hereof, said deducted 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 certified 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 PHA from any and all claims of any nature whatsoever arising out of said contract or modification assurances as the PHA may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_

Name of Contractor (Seal)

\_\_\_\_\_

Signature & Title of Officer

\_\_\_\_\_ (Affiant), being first duly sworn on oath, deposes says, first, that he/she is the \_\_\_\_\_ (title) of the \_\_\_\_\_ (Company Name) , second, that he/she has read the foregoing Certificate and Release by him subscribed as \_\_\_\_\_ (Title) of the \_\_\_\_\_ (Company Name).

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

\_\_\_\_\_

Signature of Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

**NOTARY**

My Commission expires on \_\_\_\_\_.