

**Appendix H – Forms
Release and Certificate of Final Payment**

1. This is Appendix H – Forms, Release and Certificate of Final Payment, referred to in the Engineering, Procurement and Construction Management Contract effective _____, 20__ (the “*Contract*”).
2. The capitalised and italicised terms used and not defined in this Appendix H – Forms, Release and Certificate of Final Payment, shall have the meanings given to them in the *Contract*.
3. In consideration of \$1.00, the sufficiency of which is hereby acknowledged, the *Contractor* solemnly declares that:
 - (a) the *Contractor* has made full payment, or will make full payment from the final payment to be received from the *Owner*, of all costs, charges and expenses incurred by the *Contractor* or on its behalf for the *Work, Goods* and *Procured Goods* supplied in connection with the *Contract*, or otherwise used in connection with the *Work*;
 - (b) to *Contractor's* best knowledge and belief, each of its *Subcontractors* have made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labour, services, materials and equipment in connection with the *Contract*, or otherwise used by them in connection with the *Work*;
 - (c) all assessments, levies and charges under the Employment Insurance Act, the Workers' Compensation Act and other legislation in respect of the *Contract* have been paid and, to the *Contractor's* best knowledge and belief, each and all of its *Subcontractors* have paid such assessments, levies and charges on their own account;
 - (d) the *Contractor* unconditionally releases and forever discharges the *Owner* and acknowledges that it has not claim against the *Work Site* or the property of the *Owner* for any builder's liens or other liens of whatsoever kind or nature arising out of or in connection with the performance of the *Contract*;
 - (e) the *Contractor* unconditionally releases and forever discharges the *Owner* from any and all claims, demands, actions or proceedings arising out of the performance of the *Work* of which it has knowledge, and in respect of which notice in writing has not, by the date hereof, been given by the *Contractor* to the *Owner*; and
 - (f) the *Contractor* acknowledges and agrees that nothing herein contained relieves it of any obligations under the provisions of the *Contract* which by their nature survive completion of the *Work* including, without limitation, warranties, guarantees and indemnities.

The *Contractor* makes this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at _____, in the Province of Alberta, this ___ day of _____, 20__

A Commissioner for Oaths in and for the Province of Alberta.

(Signature)

(Name of Contractor’s Representative signing)

