

Certificate of Final
Completion



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- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions, and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



CERTIFICATE OF FINAL COMPLETION

PROJECT: <i>(Name and location)</i>	OWNER: <i>(Name and address)</i>
DATE OF FINAL COMPLETION:	DESIGN-BUILDER: <i>(Name and address)</i>

Description of Work (or Designated Area) Being Certified for Final Completion:
(describe here)

The above-described Work has been reviewed and found to be complete in accordance with the Construction Documents, except as noted below:
(list any exceptions here)

Article 1

Affidavit and Release

1.1 The undersigned on behalf of Design-Builder, after being duly sworn upon his/her oath, swears that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests.

1.2 Design-Builder agrees that upon receipt of final payment to Design-Builder, it waives and releases all claims against Owner, except those claims previously made in writing to Owner and which remaining unsettled at the time of final payment. For clarity, Design-Builder identifies those unsettled claims as follows:

(identify all unsettled claims below, or write "None" if there are no such claims pending)

Article 2

Certification

2.1 Design-Builder certifies that it has achieved Final Completion of all Work described in this Certificate of Final Completion.

2.2 Design-Builder represents that it has:

.1 furnished to Owner a consent of Design-Builder's surety, if any, to final payment;

.2 provided Owner with all operating manuals, warranties and other deliverables required by the Contract Documents; and

.3 furnished Owner with certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

2.3 The undersigned is authorized to make this affidavit, release and certification on behalf of Design-Builder.

<p>Notary:</p> <p>Sworn to me and subscribed in my presence this _____ day of _____, 20__.</p> <p>Signature of Notary for State of _____:</p> <p>_____</p> <p>My Commission Expires: _____</p> <p><i>(NOTE: users should check the notary jurat for compliance with applicable state law)</i></p>	<p>Design-Builder:</p> <p>_____</p> <p>Signature of authorized representative</p> <p>_____</p> <p>Printed name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p>_____</p>
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Article 3

Acceptance

3.1 The Owner agrees that Final Completion of the above-described Work has been achieved as of the date stated above. Signing of this Certificate of Final Completion by the Owner in no way alters the responsibility of the Design-Builder under the Agreement and the Contract Documents including, without limitation, all warranties and guarantees.

<p>Owner:</p> <p>_____</p> <p>Signature of authorized representative</p> <p>_____</p> <p>Printed name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p>_____</p>
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3.2 Optional Third Party Certification.

(NOTE: If the Agreement between Design-Builder and Owner requires the certification of a third-party for Final Completion, complete this Section. If not, check appropriate box below).

Required Not required

The above-described Work performed by Design-Builder has been reviewed and found, to the best of the undersigned's knowledge, information and belief, to be complete, subject to any exceptions noted herein.

By:

Signature

Printed name

Title

Date

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