CONDITIONAL RELEASE AND WAIVER OF LIENS AND CLAIMS

 WHEREAS,       (hereinafter “Contractor”), has been employed by the Port of Tacoma to furnish labor and/or materials and/or supply equipment for the repair, maintenance or construction of the project known as,      , Contract No.      , Project No.      , in the City of Tacoma, WA in Pierce County (hereinafter “the Project”).

 NOW THEREFORE, Upon receipt by the undersigned of a check from the Port of Tacoma, in the sum of $     , payable to:      , which sum represents payment in full, exclusive only of retainage of       Dollars ($     ), for labor, materials and/or equipment performed, furnished, and/or supplied on the Project through      . When the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective and does hereby release and give any and all liens or rights of lien for any labor heretofore performed, materials heretofore furnished, and for any equipment heretofore supplied in connection with the Project and further does release and waive any and all claims or rights of claim relating to material and/or labor heretofore furnished and/or equipment heretofore supplied on the Project. Contractor also agrees to promptly pay and release of record all mechanic’s, materialmen’s and like liens which may be filed by others in connection with the Project. If payment of the sum set forth above occurred by check, the effective date of release is the date when said check was paid by the bank upon which it was drawn.

Contractor further certifies that:

 (a) there are no municipal, state or federal charges, levies, or taxes, which are unpaid or delinquent and/or which constitute an encumbrance, claim or lien against the Project, the real property associated with it, any bond of Contractor, or the retained percentage of the Contractor for the Project between Contractor and the Port of Tacoma;, and

 (b) payments to every subcontractor, laborer, mechanic, and material vendor furnishing labor and/or material to it on the Project were made within ten (10) calendar days of receiving the last payment and payment to every subcontractor, laborer, mechanic, and material vendor furnishing labor and/or material will be paid within ten (10) calendar days of receiving the current payment.

1. there are no outstanding claims by any subcontractor, laborer, mechanic, and material vendor furnishing labor and/or material to it on the Project against the undersigned.
2. under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age; that prevailing wages have been paid in accordance with the prefiled statement or statements of intent on file with the department of labor and industries as approved by the industrial statistician; and that all subcontractors and/or suppliers have been paid less earned retainage as their interest appeared in the last payment received.

This release is made by the undersigned with a full understanding of the facts as set forth herein, and for the purpose of inducing the Port of Tacoma to make payment to Contractor.

Dated this       day of      ,     .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Corporate Officer Company Name

Print Name Title

***SIGN RELEASE AND RETURN TO:***

***PORT OF TACOMA, CONTRACTS DEPT., PO BOX 1837, TACOMA WA 98401***