



STANDARD FINAL RELEASE AND WAIVER OF LIEN ON FINAL PAYMENT

STATE: TEXAS

COUNTY: EL PASO

WHEREAS, the undersigned has furnished labor and material in connection with the _____ for the **EL PASO WATER**

(Project Name and Bid No.)

UTILITIES-PSB (the "Owner"). Now therefore, in consideration of and **upon receipt of \$ _____**, which will be Final Payment of the total contract value of \$ _____, the undersigned does hereby unconditionally release the Owner and its officers, agents, employees and attorneys from any and all claims, causes of actions, demands, sums of money, lien rights, benefits or promises, whether in law or in equity, whether in tort or contract, whether known or unknown, arising out of, during or after the performance of said contract, including without limitation all labor, materials and mechanic's lien claims, bond claims, claims for damages, interest, attorney's fees or similar rights or claims and the undersigned specifically waives same against the improvements, the Owner and their respective officers, agents, employees, attorneys and assigns.

The undersigned warrants and represents that it has paid **or will use the funds received from this final payment to promptly pay in full** all of its laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, labor, or services, taxes and fees arising out of or relating to its work on said project and agrees to indemnify and hold the Owner harmless from any claims made for same.

Signature

Name of Company

Typed Name

Title

STATE OF:
COUNTY OF:

SUBSCRIBED AND SWORN TO BEFORE ME this _____, day of _____, 20__.

Notary Public in and For the
State of Texas

The El Paso Water Utilities requires this standard form in its close-out process for each project. No other Release form will be accepted. Any alteration of the language included herein is prohibited.