CERTIFICATE OF FINAL COMPLETION

Design-Build Institute of America – Contract Documents
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5. **Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.

6. **Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.

7. **Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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: *(Name and location)*	**OWNER:** *(Name and address)*
DATE OF FINAL COMPLETION:	**DESIGN-BUILDER:** *(Name and address)*

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.

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

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.

Owner:
_____ Signature of authorized representative
_____ Printed name
_____ Title
_____ Date

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

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.