

# Release and Certificate of Final Payment

With reference to Subcontract No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_  
as amended, between the undersigned Seller and BWXT Y-12 L.L.C., the Undersigned hereby certifies that it  
has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor,  
services, materials and equipment furnished and/or used in connection with the work under said Subcontract  
through \_\_\_\_\_ (date).

The Undersigned further certifies that to it's the best of its knowledge and belief, each of its materialmen and  
subcontractors at every tier has made full payment of all costs, charges and expenses incurred by them or on  
their behalf for work, labor, services, materials and equipment furnished and/or used by them in connection  
with the Undersigned's work under said Subcontract through \_\_\_\_\_ (date).

In consideration of \$ \_\_\_\_\_ as full and final payment under said subcontract for all work  
performed through \_\_\_\_\_ (date), the Undersigned Seller hereby unconditionally releases and forever  
discharges BWXT Y-12 and the U.S. Department of Energy / National Nuclear Security Administration  
(DOE / NNSA) from all requests for equitable adjustment, claims, liens and obligations of every nature,  
known and unknown, arising out of or relating to the performance of said Subcontract and all change orders  
and amendments thereto, through \_\_\_\_\_ (date), except as set forth below:

(Note: If none write "None" in space above. Any claims excepted must be described and the specific  
amount claimed must be set forth.)

As additional consideration for this payment, the Seller agrees to the fullest extent of the law, to indemnify  
and hold harmless BWXT Y-12 and the DOE / NNSA Administration from and against all costs, losses,  
damages, claims, causes of action, judgments and expenses, including attorney's fees, arising out of or  
relating to claims against BWXT Y-12 the DOE / NNSA which claims arise out of or related to the  
performance of the work under the said Subcontract through \_\_\_\_\_ (date) and which may be asserted  
by the Seller or any of its suppliers, subcontractors at any tier or any of their representatives, officers, agents  
or employees except for those claims listed above, and except for claims arising out of the sole negligence or  
willful misconduct of the party indemnified or held harmless.

The foregoing shall not relieve the undersigned Seller of its obligations under the provisions of said  
Subcontract, as amended, which by their nature survive completion and acceptance of the work including,  
without limitation, warranties, guarantees and indemnities.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[NAME OF SELLER]

By: \_\_\_\_\_

Title: \_\_\_\_\_