| **Project Information** | |
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| **Subrecipient:** | **Contract and/or WO:** |
| **Applicant Name and Address:** | **Project #:** |
| **Project Legal Description:** |  |
| **Project Type (Rehabilitation, Reconstruction, etc.):** | |

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| **Subrecipient’s Contractor Information** | |
| **Subrecipient’s Contractor Name and Address (“Subrecipient’s Contractor”):** | **Phone:** |
| **Subrecipient’s Contractor Requested Amount: $** | |
| Subrecipient’s Contractor, having furnished labor or materials for the new construction or improvements on the Property, submits this Conditional Waiver and Release on Final Payment Affidavit (“Affidavit”) as a condition of payment for such labor or materials.  On receipt by the signer of this document, payment from the Subrecipient in the requested amount (listed above) payable to the aforementioned Subrecipient’s Contractor will be made; subsequently, when the payment has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic’s lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer’s position that the signer has on the project’s legal description to fulfill the scope of the project.  This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to the Subrecipient’s Contractor.  Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.  The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer’s laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project up to the date of this waiver and release. Payments for labor and/or material that are still due and payable by the Subrecipient’s Contractor to the laborers, subcontractors, materialmen, and suppliers are as follows:     |  |  |  |  | | --- | --- | --- | --- | | Name | Amount Owed | Address and Phone, if known | Anticipated Payment Date | |  |  |  |  | |  |  |  |  | |  |  |  |  |   Subrecipient’s Contractor further understands that this Affidavit is being given pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code and that the intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.  Contractor hereby indemnifies the General Land Office (“GLO”), its officers, employees, and designees, and the State of Texas from and against any loss or expense resulting from false or incorrect information within this Affidavit.  The undersigned acknowledges that a failure to accurately certify full and final payment of all bills associated with this contract document will result in exclusion from participation in future contracts that utilize CDBG-DR funds.  Prior to payment, the Contractor Eligibility Form will need to be submitted to the GLO along with Form SF-424D (Assurances – Construction Programs) and a complete insurance binder for the Subrecipient’s Contractor. The Subrecipient is responsible for ensuring the Subrecipient’s Contractor remains insured throughout the project and/or until their work is complete and satisfactorily agreed upon. | |

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| **`Certification of Subrecipient’s Contractor** | | |
| **Printed Name of Subrecipient’s Contractor Company:** | | |
| **Name of Authorized Representative:** | | **Title:** |
| **Signature of Authorized Representative:** | | **Date:** |
| **Notary’s Acknowledgment** | | |
| **State of Texas**  **County of**  Before me, a notary public, on this day personally appeared   **,** known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct. | | |
| **Signature of Notary** | **NOTARY SEAL** | |
| **Notary Public State of Texas – Printed Name** |
| **Date Notary’s Commission Expires** |

***Disclaimer:*** *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*