| **Project Information** | |
| --- | --- |
| **Subrecipient or GLO Designated Representative’s (GDR) Name:** | **Subrecipient or GDR’s Contract Number:** |
| **Applicant Name and Address:** | **Project #:** |
| **Project Legal Description:** |  |
| **Project Type (Rehabilitation, Reconstruction, etc.):** | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Contractor Information** | | | | | |
| **Contractor Name and Address (“Contractor”):** | | | | **Contractor Contract Number (if applicable):** | |
| **Contractor Requested Amount: $** | | | | | |
| On receipt by the signer of this document, payment from the Subrecipient or the General Land Office (GLO) in the requested amount (listed above) will be made, payable to the aforementioned Contractor; 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.  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. | | | | | |
| **Name of Payee** | **Address** | | **Telephone Number** | | **Amount Owed** |
|  |  | |  | |  |
|  |  | |  | |  |
|  |  | |  | |  |
|  |  | |  | |  |
|  |  | |  | |  |
| Other than the above-specified bills owed to the referenced persons, the Contractor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or materialmen for or in connection with the furnishing of labor or materials, or both, for the construction, renovation, or repair of improvements located on or related to the project.  Contractor further understands that this Final Bills Paid 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.  The General Land Office may recapture funds that exceed the maximum allowable rate as outlined in the Program’s guidelines that are not allowed under applicable laws, rules and regulations; or that are otherwise inconsistent with the Contract, including any unapproved expenditures.  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.  **Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.** | | | | | |
| **Certification of Contractor** | | | | | |
| **Printed Name of Contractor Company:** | | | | | |
| **Name of Authorized Representative:** | | | | **Title:** | |
| **Signature of Authorized Representative:** | | | | **Date:** | |
| Prior to payment, Form 11.11 will need to be submitted to the GLO along with Form SD-424D (Assurances – Construction Programs) and a complete insurance binder for the Contractor. The Subrecipient is responsible for ensuring the Contractor remains insured throughout the project and/or until their work is complete and satisfactorily agreed upon. | | | | | |
| **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.*