

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT RELEASE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, State of _____, County of _____, on this day personally appeared _____, who after being by me duly sworn, deposes and says as follows:

1. That he/she is _____ (Title), of _____, (Contractor"), a _____ (type of entity, such as corporation, partnership, sole proprietorship, etc.) situated in the County of _____, State of _____, and the Town of Highland Park, Texas (the "Town"), a municipal corporation, situated in the State of Texas, County of Dallas, awarded Contractor a contract, the terms of which are set forth in a written document dated, _____, _____, 20____ and titled _____

_____ (hereinafter, the "**Contract Documents**") for a total consideration of _____ DOLLARS AND _____ CENTS (\$_____) for the labor, services and/or materials to be provided to the Town (the "**2014 WATER MAIN AND SEWER MAIN REPLACEMENT IN EASEMENTS (Easement 6 & 11, 4200 block of Versailles Avenue and Belclaire Avenue and the 4300 block of Westway Avenue and Rheims Avenue)**"). and said total consideration includes the amounts set forth in written, agreed-upon change order(s), if any, arising from or relating to the **Contract Documents** and/or the **PROJECT**;

2. That, the Town has reviewed and approved the Contractor's completion of the **PROJECT**;
3. That, Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, as amended, as well as any and all bonding requirements under the Texas Local Government Code (ex., **Section 252.044. Contractor's Bond**), as amended and/or the Texas Government Code (ex., **Chapter 2253. Public Work Performance and Payment Bonds**), as amended, or any other applicable state statutes or Charter provisions of the Town;
4. That, all bills for labor, services and/or materials that arose from or relate to the **PROJECT** have been paid and discharged by Contractor;
5. That, in addition to any funds which may have been previously paid by the Town, the Contractor hereby accepts the amount of: _____ DOLLARS and _____ CENTS (\$_____) as **FULL AND FINAL PAYMENT** for the **PROJECT**, and waives and releases any right he/she or his/her above-named company, (as well as his/her/its successors and assigns) may have to pursue claims of any nature against the Town arising out of or in any manner connected with the performance of and the completion of the **Contract Documents** and/or the **PROJECT**, including but not limited to, claims for damages suffered by third parties or

Contractor due to any cause, as well as claims for delay, additional compensation, or for recovery of liquidated damages which may have been withheld by the Town.

6. This Affidavit is given pursuant to the final payment provisions of the **Contract Documents**, and shall not be deemed to alter or modify the terms and provisions of the **Contract Documents**.

seal (if corporation)

Contractor (Company Name)

By: _____
Signature

(Print Name and Title)

THE STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public in and for said County and State, on this the _____ day of _____, 20____.

seal

Commission Expires:

Notary Public in and for said County and State