



CONTRACTOR’S FINAL RELEASE AND AFFIDAVIT

MDX CONTRACT NO.: _____

MDX WORK PROGRAM NO(S).: _____

MDX PROJECT/SERVICE TITLE: _____

**TASK AUTHORIZATION/
WORK ORDER NO.: (if applicable)** _____

Personally appeared before me, the undersigned authority _____ (the “Affiant”), who, being first duly sworn on oath, deposes and says:

1. The Affiant is the _____ (title) of _____ (“Contractor”).
2. Contractor, pursuant to a contract with Miami-Dade Expressway Authority (“MDX”) for the furnishing of certain labor, materials and/or Work/Services (“Contract”) has heretofore furnished or caused to be furnished labor, materials and/or services for above referenced Project/Task Authorization/Work Order (the "Project).
3. That for and in consideration of the final payment for all labor, Work/Services and/or materials provided for the Project, Contractor hereby finally and irrevocably releases all causes of action, rights, claims, demands, interest, damages, costs, expenses, attorneys’ fees, profits and pecuniary rights of whatever nature, known or unknown at the time of this waiver, but not already filed with MDX, which may arise and inure to Contractor for reasons including, but not limited to, additional monetary compensation, time, or other adjustments to the Contract, for labor, Work/Services and/or materials furnished to MDX, for the Project.
4. Contractor represents and warrants that all Work/Services to be performed under the Contract was fully completed in accordance with the terms of the Contract on or before _____ (insert date).
5. Contractor represents and warrants that Contractor disbursed to all Subcontractors/Subconsultants/Suppliers having an interest in the Contract for the Project their pro rata shares of the payment out of previous partial payments received by Contractor for all labor, materials and/or Work/Services furnished in the previous period, less any retainage withheld by the Contractor pursuant to an agreement with any Subcontractors/ Subconsultants/Suppliers, as approved by MDX for payment.

In addition, the Affiant, hereby certifies that within thirty (30) days of receipt of the final payment, Contractor will pay all Subcontractors/Subconsultants/Suppliers having an interest in the Contract their pro rata shares of the payment for all labor, materials and/or Work/Services furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both MDX and the Subcontractor(s)/Subconsultant(s)/Supplier(s) within such thirty (30) day period.

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- 6. Affiant represents and warrants that Affiant has full authority to execute this Affidavit on behalf of the Contractor; and
- 7. That this Affidavit is made with full knowledge of the applicable laws of the State of Florida, and Affiant is aware of the nature of an oath. In addition to such rights as may be afforded to MDX under said applicable laws, the Contractor expressly agrees to indemnify, defend (to the fullest extent permitted by law) and hold MDX harmless from any and all costs and expenses, including attorneys', expert witnesses' and paralegals' fees at all trial, appellate and bankruptcy proceedings, arising out of claims by Subcontractors/Subconsultants/Suppliers who may claim non-payment for labor, Work/Services and/or materials provided for the Project.

WITNESSESS:

Signature

Printed Name

Signature

Printed Name

CONTRACTOR :

By: _____

Title: _____

Date: _____, 20____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____

by _____ (name and title)

of _____ entity),

a _____ (state) _____ (type of entity),

on behalf of the _____ (type of entity).

He/she is personally known to me or has produced _____ (type of identification)

as identification.

NOTARY PUBLIC

Name: _____

Typed, Printed or Stamped

My Commission Expires: _____

Commission No.: _____