



CONTRACTOR'S/CONSULTANT'S FINAL RELEASE AND AFFIDAVIT

MDX CONTRACT NO.: _____

MDX WORK PROGRAM NO.: _____

MDX PROJECT/SERVICE TITLE: _____

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

SUBMITTED WITH INVOICE NO.: _____

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/Consultant").
2. Contractor/Consultant, pursuant to the above referenced Contract with Miami-Dade Expressway Authority ("MDX") has furnished, or caused to be furnished, Work/Services for the above referenced Contract/Task Authorization/Work Order.
3. That for, and in consideration of the final payment for all Work/Services provided for the Contract, the Contractor/Consultant 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/Consultant for reasons including, but not limited to, additional monetary compensation, time, or other adjustments to the Contract, for all Work/Services furnished to MDX.
4. Contractor/Consultant represents and warrants that all Work/Services to be performed under the Contract/Task Authorization/Work Order were fully completed in accordance with the terms of the Contract.
5. Contractor/Consultant represents and warrants that Contractor/Consultant disbursed to all Subcontractors/Subconsultants/Suppliers having an interest in the Contract/Task Authorization/Work Order for the Project their pro rata shares of all previous payments received by Contractor/Consultant for all Work/Services furnished in the previous periods, as approved by MDX for payment, less any retainage withheld by the Contractor pursuant to an agreement with Subcontractors/ Subconsultants/Suppliers.

In addition, the Affiant, hereby certifies that within thirty (30) Calendar Days of receipt of the final payment, the Contractor/Consultant shall pay all Subcontractors/Subconsultants/Suppliers having an interest in the Contract their pro rata shares of the payment including retainage for all Work/Services furnished, unless the Contractor/Consultant 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) Calendar Day period.

CONTRACTOR'S/CONSULTANT'S FINAL RELEASE AND AFFIDAVIT

- 6. Affiant represents and warrants that Affiant has full authority to execute this Affidavit on behalf of the Contractor/Consultant.
- 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/Consultant 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 Work/Services provided for the Contract.

WITNESSES:

Signature

Print Name

Signature

Print Name

CONTRACTOR/CONSULTANT:

By: _____
Authorized Signatory

Title: _____

Print Name: _____

Date: _____
[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:

Signature: _____

Name: _____
Typed, Printed or Stamped

My Commission Expires: _____

Commission No.: _____

CONTRACTOR'S/CONSULTANT'S FINAL RELEASE AND AFFIDAVIT

MDX CONTRACT NO.: _____ **(A)**

MDX WORK PROGRAM NO.: _____ **(B)**

MDX PROJECT/SERVICE TITLE: _____ **(C)**

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

SUBMITTED WITH INVOICE NO.: _____ **(E)**

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

1. The Affiant is the _____ **(G)** (title) of _____ **(H)** ("Contractor/Consultant").
2. Contractor/Consultant, pursuant to the above referenced Contract with Miami-Dade Expressway Authority ("MDX") has furnished, or caused to be furnished, Work/Services for the above referenced Contract/Task Authorization/Work Order.
3. That for, and in consideration of the final payment for all Work/Services provided for the Contract, the Contractor/Consultant 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/Consultant for reasons including, but not limited to, additional monetary compensation, time, or other adjustments to the Contract, for all Work/Services furnished to MDX.
4. Contractor/Consultant represents and warrants that all Work/Services to be performed under the Contract/Task Authorization/Work Order were fully completed in accordance with the terms of the Contract.
5. Contractor/Consultant represents and warrants that Contractor/Consultant disbursed to all Subcontractors/Subconsultants/Suppliers having an interest in the Contract/Task Authorization/Work Order for the Project their pro rata shares of all previous payments received by Contractor/Consultant for all Work/Services furnished in the previous periods, as approved by MDX for payment, less any retainage withheld by the Contractor pursuant to an agreement with Subcontractors/ Subconsultants/Suppliers.

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- 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/Consultant 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 Work/Services provided for the Contract.

WITNESSES:

①

Signature

Print Name

Signature

Print Name

CONTRACTOR/CONSULTANT:

②

By: _____
Authorized Signatory

Title: _____

Print Name: _____

Date: _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

③

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:

Signature: _____

Name: _____
Typed, Printed or Stamped

My Commission Expires: _____

Commission No.: _____



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

Instructions to complete:

Contractor's/Consultant's Final Release and Affidavit

Intent:

The intent of this form is for the Contractor/Consultant to provide a release to MDX from all actions related to the Contract and to certify that all Subcontractors/Sub consultants have been, or will within 30 days of receipt of final payment, paid all their pro rata shares for the work performed.

Instructions:

- A) Include MDX Procurement/Contract No. (MDX, RFP, RFQ, ITB, ITN-XX-XX, as applicable).
Example: RFP-13-01.
- B) Include Work Program Number (112XX.XXX, 836XX.XXX, 874XX.XXX, 878XX.XXX, 924XX.XXX).
Examples: 11211.051, 83608.030, 87404.060, 87801.051, 92405.030.
- C) Include Project/Service Title.
Example: Central Boulevard Reconstruction.
- D) Include MDX Task Authorization/Work Order/Purchase Order No., when applicable.
Example: RFP-13-01/FY13/TA-01.
- E) Include unique number, as assigned by Contractor/Consultant, identifying invoice submitted for payment.
- F) Name of the Officer authorized to execute this document on behalf of the company.
- G) Title of the Officer authorized to execute this document on behalf of the company
- H) Name of the company.
- I) Name and signature of two (2) witnesses.
- J) Officer authorized to execute this document, date and seal of the company.
- K) This form must be notarized