GREATER MIAMI EXPRESSWAY

GMX PROCUREMENT/CONTRACT NO.: _____
GMX WORK PROGRAM NO.: _____
GMX PROJECT/SERVICE TITLE: _____
_____

CONTRACTOR'S/CONSULTANT'S FINAL RELEASE AND AFFIDAVIT

GMX 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 Greater Miami Expressway Agency ("GMX") 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 GMX, 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 GMX.

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 GMX 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 GMX and the Subcontractor(s)/Subconsultant(s)/Supplier(s) within such thirty (30) Calendar Day period.

6. Affiant represents and warrants that Affiant has full authority to execute this Affidavit on behalf of the Contractor/Consultant.

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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 GMX under said applicable laws, the Contractor/Consultant expressly agrees to indemnify, defend (to the fullest extent permitted by law) and hold GMX 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.: _____