

AFFIDAVIT OF PAYMENT AND PARTIAL RELEASE OF CLAIMS

Project Number: _____ Project Name _____

Contractor/Construction Manager: _____

Contract Description: _____

For Work through Date: _____ day of _____, 20__

The undersigned _____ (the "Contractor"), for and in consideration of the payments made or to be made to it by or on behalf of the University of Connecticut (the "Owner"), for labor, materials, work, services, or equipment employed in and/or furnished for the construction of the above-referenced project (the "Project"), pursuant to the above-referenced contract (the "Contract"), hereby represents and certifies as follows:

1. Contractor hereby affirms and certifies that upon receipt of the sum of _____, together with amounts previously paid to Contractor in connection with this Project in the sum of _____, it will have received payment in full, less retainage, for all labor, material, work, services, and equipment performed or furnished on the Project through the For Work Through Date set forth above, and Contractor hereby affirms and certifies that there are no outstanding claims, or pending notices of any claims, of any nature, including, but not limited to, claims for additional compensation, extra work, or additional contract time, except for, and expressly limited to, pending claims or change order requests outstanding in connection with the Contract or this Project that are specifically identified on the attached Schedule A.

2. Contingent upon the receipt of the sum, except for retainage, to be paid set forth in Paragraph 1, above, the Contractor does hereby forever release, waive, and discharge the Project and the Owner, the State of Connecticut, their agents, insurers, employees, representatives, officers, attorneys, directors, agencies, affiliates, assigns, successors-in-interest (collectively, the "Releasees"), from any and all causes of action, suits, debts, accounts, obligations, liabilities, damages, encumbrances, judgments, claims, and demands whatsoever, in law or equity, which the Contractor and/or its sureties, agents, insurers, subcontractors, suppliers, subconsultants, employees, representatives, officers, shareholders, directors, parent and/or subsidiary entities, affiliates, assigns, or successors-in-interest ever had, now have, or may have in the future against any of the said Releasees by reason of any labor, material, work, services, or equipment performed or furnished on or for the Project through the For Work Through Date set forth above, except for, and expressly limited to, those pending claims or change order requests identified on Schedule A, attached hereto. The undersigned acknowledges that it has no lien rights against the property of the University of Connecticut or the State of Connecticut.

3. Contractor certifies and represents that as of the date hereof, to the best of the Contractor's knowledge, information and belief all labor, material, work, services, or equipment performed or furnished on or for the Project has been performed and completed in accordance with the Contract Documents. Contractor further certifies and represents that Contractor has timely paid, or has caused to be timely paid, all bills, invoices, charges or other amounts due and payable by Contractor to third-parties, including all laborers and subcontractors employed by Contractor, and any suppliers or materialmen from which Contractor has acquired materials incorporated into the Project, for any and all labor, materials, work, services, and/or equipment furnished prior to the For Work Through Date stated above to or for the benefit of Contractor for the Project, together with all applicable local, state or federal taxes or assessments payable in connection therewith. The Contractor warrants that no third-party, including any laborers, subcontractors, suppliers, materialmen, or other claimants, have any pending claim, demand, or suit in connection with the Project through the "For Work Through Date".

4. The Contractor hereby agrees to indemnify and hold harmless the Releasees from any and all claims, damages, costs, expenses, demands, suits, obligations, liabilities and/or legal fees, directly or indirectly relating to any claims, causes of action, suits, debts, accounts, obligations, liabilities, damages, encumbrances, judgments, and demands whatsoever by any third-party for work, labor, services, material, and/or equipment performed or furnished or that should have been performed or furnished by or for the Contractor through the For Work Through Date.

5. The Contractor represents that it has not assigned any claim against the Releasees.

6. The undersigned represents that he/she has the right, power, and authority to execute this document on behalf of the Contractor

7. The Contractor further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the Contractor's work on the Project have been paid in full. The Contractor acknowledges that it has no right to payment of any amount or charge for Connecticut sales or use tax for work performed on the Project and exempted from such taxes, and represents and warrants that none of its applications or requests for payment, invoices or charges to date, including but not limited to, in connection with the amount referred to in Paragraph 1, have included or include any amount or charge for sales and use tax as described herein.

8. No security interest has been given or executed by the Contractor in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the Project.

9. This Affidavit of Payment and Partial Release of Claims shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written, for extra additional work on the Project through the "For Work through Date".

IN WITNESS WHEREOF, Contractor has executed and sealed this Affidavit of Payment and Partial Release of Claims on the _____ day of _____, 20 _____.

WITNESS:

(Name of Company)

By _____(Seal)

Its _____

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20 _____.

Notary Public

My Commission Expires:

(seal)

AFFIDAVIT AND PARTIAL RELEASE OF LIEN

SCHEDULE A

List all outstanding claims/change order requests:

<u>Description</u>	<u>Amount</u>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PLEASE INDICATE NONE IF THERE ARE
NO OUTSTANDING CLAIMS

Initials