

**Design-Builder's Final, Unconditional Claim Waiver And Release Upon
Final Payment**

STATE OF GEORGIA
COUNTY OF OCONEE

The undersigned, _____ (“Design-Builder”), has been engaged under contract with Oconee County Board of Commissioners (“Owner”) to furnish certain materials, equipment, services, and/or labor for the design and construction of improvements known as the Calls Creek WRF Upgrade (“Project”), together with all improvements and appurtenances attendant thereto, which is located at 1100 Durhams Mill Way, Watkinsville, Oconee County, State of Georgia.

Design-Builder represents that it has been paid in full for all labor, services, equipment and material furnished to the Project, and Design-Builder hereby waives and releases any and all claims, demands, actions, causes of action or other rights against Owner, at law, in contract, tort, equity or otherwise, which Design-Builder has, may have had or may have in the future arising out of Design-Builder’s performance of work on the Project.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, inefficiencies, interferences and the like which have occurred, or may be claimed to have occurred prior to the date of this Waiver and Release, whether or not known to the Design-Builder at the time of execution of this Waiver and Release.

The Design-Builder further represents that all of its obligations, legal, equitable, or otherwise, relating to or arising out of its work on the Project have been fully satisfied, including, but not limited to obligations relating to:

- Employees, laborers, materialmen and subcontractors employed by the Design-Builder;
- Labor, materials, equipment and supplies furnished by others to the Design-Builder; and
- Sales and use taxes, social security taxes, income tax withholding, unemployment insurance, privilege taxes, license fees, and any other taxes and obligations imposed by governmental authorities.

This Waiver and Release is freely and voluntarily given, and the Design-Builder acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release and that it is fully informed with respect to the legal effect of this Waiver and Release. The Design-Builder understands, agrees and acknowledges that, upon the execution of this document, this document waives rights unconditionally and is fully enforceable to extinguish all claims of the Design-Builder. Design-Builder agrees to indemnify, hold harmless and defend Owner against any and all loss, claims, damages, costs or expense, of any nature whatsoever, including all attorneys’ fees, and the fees of consultants, experts and other professionals, arising out of any claims or demands made by any of its employers, laborers, materialmen, subcontractors and consultants, of any tier, for materials, services, equipment and labor supplied to the Project.

FOR DESIGN-BUILDER:

Applicable to Application for Payment Nos. All

Signed: _____

By: _____

Title: _____

Date: _____

AFFIDAVIT

On this _____ day of _____, _____, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of the Design-Builder and that this document was signed under oath personally and on behalf of the Design-Builder.

Notary Public

My Commission Expires: _____