For and in consideration of the final payment for **Title I (or II)** services under the Agreement for Engineering Services dated ________________, Job No. ________________, FAP No. ________________ (“Agreement”), ________________ (“Consultant”) hereby fully releases and waives any and all claims of any character whatsoever, whether sounding in contract or tort, at law or in equity, presently vested or inchoate, arising from or under or occurring in the performance (or breach or other failure to perform) of the Agreement, which the Consultant may possess against the City of ____________, and their members, officers, and employees, excepting only the following claims, if any:

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*[If none, please state none in the space provided.]*

**All other present or potential claims are hereby released and waived by Consultant.**

(CONSULTANT NAME)

BY: _________________________
Name
Title

STATE OF ____________________
COUNTY OF _________________

On this ____ day of ________________, 20____, personally appeared before me, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, ____________________________, being known or whose identity was satisfactorily proven to me, who acknowledged that he/she is the ____________________________ of the Consultant, and that he/she, being authorized to do so, executed the foregoing instrument the purposes therein contained, by signing the name of the Consultant in his/her official capacity.

**WITNESS** my hand and Seal as a Notary Public on this _____ day of ________________, 20____.

______________________________
NOTARY PUBLIC

MY COMMISSION EXPIRES: ____________________________________
(SEAL)