**DISCLAIMER FOR USE OF 90% PLANS**

Contractor has requested to examine the draft of the **W-52** **90% Plans** and/orthedraft of the **W-9 90% Plans** (the “Plans”), with draft W-52 Plans prepared solely for the San Antonio Water System (“SAWS”) by its design engineering consultant, **K Friese & Associates,** for the **W-52 Culebra Creek Sewer Capacity Relief Project** and the draft W-9 Plans prepared solely for SAWS by its design engineering consultant, **K Friese & Associates,** for the **W-9: Upper Leon Creek Sewer Capacity Storage and Relief, Culebra Creek to Whitby Road Project** (the “Project(s)”). SAWS will permit Contractor to view the Plans conditioned on the following:

* The Plans shall not be considered a part of the future Contract Documents for the Project(s) and do not supplement, amend or in any way change or alter any of the bid requirements or provisions for the Projects once they are advertised with the final bid ready Plans;
* SAWS is providing the Plans to Contractor for informational purposes only and not for purposes of Contractor using or relying on this information in preparing its costs for performing the work and Contractor agrees and reaffirms that he is solely responsible for determining all site conditions that may affect the work on the Project(s) when the Project(s) are advertised, and final Plans are available;
* Contractor understands and agrees that the Plans shall not to be relied on by the Contractor in determining means or methods for performing the work on the Project(s);
* Contractor agrees and expressly understands that the Plans may not represent all conditions that Contractor may encounter during performance of the work on the Project and that the Plans are indicative of only those locations where tests were performed, or observations were made and conditions may vary greatly at other locations on the Project(s) and Contractor is responsible for determining such actual conditions once the Project(s) are advertised;
* Contractor agrees that it will not rely upon the Plans in any manner whatsoever in connection with preparing its bid, the contract to construct the work, or in the performance of the work on the Project(s);
* Contractor expressly agrees that they shall not utilize or assert the Plans for purposes of asserting a claim for additional costs in the performance of the work due to a changed condition on the Project(s);
* SAWS is providing the information to Contractor for its use only and SAWS prohibits the unauthorized reproduction or sale of the Plans;
* The Plans may not under any circumstances, be copied, reproduced, or published in any form or media, or transferred to another without the prior written permission of SAWS.

If Contractor agrees to these conditions, please so indicate by checking the boxes and signing the below.

* **W-9 90% Draft Plans**
* **W-52 90% Draft Plans**

AGREED TO:

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Bidder Name (PLEASE PRINT)

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Authorized Agent Signature

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Company Name (PLEASE PRINT)

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_