

CONDITIONS AND DISCLAIMER FOR USE OF REPORT

Bidder has requested that it be permitted to examine both the SAWS Project C_5-Culebra and C_28-Zarzamora Creek, dated September 18, 2013 (the "SAWS Report"), prepared solely for the San Antonio Water Systems ("SAWS") by its design engineering consultant, CP&Y, Inc. for use in design of the project, C5 Culebra – Castroville to Laredo & C28 Zarzamora Creek – San Gabriel to NW 23rd Street Phase 1B, SAWS job number 15-4503 and the)

Subsurface Exploration and Foundation Analysis Apache Creek and San Pedro Trail Improvements, dated February 6, 2014 (the "SARA Report"), prepared solely for the San Antonio River Authority ("SARA") by its design engineering consultant, Terra Design Group, Inc. (TDG) for use in design of the project, the Apache Creek Trail North being joint bid with the C5 Culebra – Castroville to Laredo & C28 Zarzamora Creek – San Gabriel to NW 23rd Street Phase 1B Project (The Apache Creek Trail North & the C5 Culebra-Castroville to Laredo & C28 Zarzamora Creek being jointly bid and referred to as the "Project").

SAWS will permit Bidder to view the SAWS Report and SARA Report conditioned on the following:

- The SAWS Report and SARA Report shall not be considered a part of the Contract Documents as defined in the Contract for the Project and does not supplement, amend or in any way change or alter any of the bid requirements or provisions for the Project;
- SAWS makes no representation and expressly disclaims any representation that the SAWS Report and SARA Report represents all conditions that exist or that Bidder may encounter on the Project;
- SAWS is providing the SAWS Report and SARA Report to Bidder for Bidder's informational purposes only and not for purposes of Bidder using or relying on this information in preparing its costs for performing the work and Bidder agrees and reaffirms that Bidder is solely responsible for determining all site conditions that may affect the work on the Project;
- Bidder understands and agrees that the SAWS Report and SARA Report is not to be relied on by the Bidder in determining Bidder's means or methods for performing the work on the Project;
- Bidder agrees and expressly understands that the SAWS Report and SARA Report may not represent all conditions that Bidder may encounter during performance of the work on the Project and that the SAWS Report and SARA Report is indicative of only those locations where tests were performed or observations were made and conditions may vary greatly at other locations on the Project and Bidder is responsible for determining such actual conditions;
- Bidder agrees that it will not rely upon the SAWS Report and SARA Report 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;
- Bidder expressly agrees that they shall not utilize or assert the SAWS Report and SARA Report for purposes of asserting a claim for additional costs in the performance of the work due to a changed condition on the Project;
- SAWS is providing the information to Bidder for its use only and SAWS prohibits the unauthorized reproduction or sale of the SAWS Report and SARA Report;
- The SAWS Report and SARA Report 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 Bidder agrees to these conditions please so indicate by signing the below.

AGREED TO:

Bidder Name

Authorized Agent Signature

Date: _____