

CONDITIONS AND DISCLAIMER FOR USE OF VOLUMES I AND V

Respondent has requested that it be permitted to examine Volume I of V – Electrical and I&C System Condition Evaluation and Volume V of V – Plant One-Line Diagrams (“Volumes I and V”), prepared solely for the San Antonio Water Systems (“SAWS”). Volumes I and V are being provided to Respondents upon request for the Dos Rios WRC Electrical System Improvements - Phase 2 SAWS Job Number 16-6501 (the “Project.”) SAWS will permit Respondent to view Volumes I and V conditioned on the following:

- Volumes I and V 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 proposal requirements or provisions for the Project;
- SAWS makes no representation and expressly disclaims any representation that the Volumes I and V represents all conditions that exist or that Respondent may encounter on the Project;
- SAWS is providing Volumes I and V to Respondent for informational purposes only and not for purposes of Respondent using or relying on this information in preparing its costs for performing the work and Respondent agrees and reaffirms that Respondent is solely responsible for determining all site conditions that may affect the work on the Project;
- Respondent understands and agrees that Volumes I and V is not to be relied on by the Respondent in determining means or methods for performing the work on the Project;
- Respondent agrees and expressly understands that Volumes I and V may not represent all conditions that Respondent may encounter during performance of the work on the Project and that Volumes I and V 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 Respondent is responsible for determining such actual conditions;
- Respondent agrees that it will not rely upon Volumes I and V in any manner whatsoever in connection with preparing its proposal, the contract to construct the work, or in the performance of the work on the Project;
- Respondent expressly agrees that they shall not utilize or assert Volumes I and V 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 Respondent for its use only and SAWS prohibits the unauthorized reproduction or sale of Volumes I and V;
- Volumes I and V 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 Respondent agrees to these conditions please so indicate by signing the below.

AGREED TO:

Printed Name

Authorized Agent Signature

Typed/Printed Firm Name

Date: _____