

CONDITIONS AND DISCLAIMER FOR USE OF REPORT

Respondent has requested that it be permitted to examine the **Resiliency Initiative Tier II Diesel Generators Project Geotechnical Data Report** dated **April 12, 2023** (the "Report"), prepared solely for the San Antonio Water Systems ("SAWS") for its design engineering consultant by **Weston Solutions, Inc.** for use in design of this project, the **Resiliency Initiative Tier II Diesel Generators Project, SAWS JOB NO. 22-6009 and 22-6020 SAWS SOLICITATION NO. CO-00715**, (the "Project.") SAWS will permit Respondent to view the Report conditioned on the following:

- The 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 Report represents all conditions that exist or that Respondent may encounter on the Project;
- SAWS is providing the Report to Respondent for Respondent's 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 the Report is not to be relied on by the Respondent in determining Respondent's means or methods for performing the work on the Project;
- Respondent agrees and expressly understands that the Report may not represent all conditions that Respondent may encounter during performance of the work on the Project and that the 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 Respondent is responsible for determining such actual conditions;
- Respondent agrees that it will not rely upon the 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;
- Respondent expressly agrees that they shall not utilize or assert the 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 Respondent for its use only and SAWS prohibits the unauthorized reproduction or sale of the Report;
- The 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 Respondent agrees to these conditions, please so indicate by signing the below.

AGREED TO:

Written Respondent Name and Company

Authorized Agent Signature

Date: _____