

Site Tour Release Form

RFP-CON-DWM-2311-1240147, Water Supply System Connection to Chattahoochee Water Treatment Plant

Permission; Release: As part of the above referenced Solicitation, the City of Atlanta and its agents, employees and consultants (“City”) grants the undersigned, on behalf of itself and any of its agents, affiliates, employees and/or authorized representatives listed below (collectively, “Proponent”) access to the **Department of Watershed Management** premises (“Facility”), for the purpose of assessing the work Site, as may be reasonably necessary for the purposes of developing a response to the Solicitation (“Facilities”); such access may include taking samples at the Facility. The Proponent’s access is expressly conditioned upon Proponent’s execution and agreement to this “Site Tour Release Form”, as follows:

Proponent, on behalf of itself and any of its agents, affiliates, employees and/or authorized representatives listed below acknowledges that the Facilities are owned and operated by the City. Proponent further acknowledges and agrees that any of Proponent’s actions or efforts related to taking any sampling of substances present inherent dangers and risks to Proponent, for which the Proponent is solely responsible and liable, including without limitation, providing any and all personnel, equipment safety measures and exercising the appropriate degree of safety and control as may be necessary and appropriate for such efforts. The City makes no representations or warranties of any kind as to the degree of safety, fitness or suitability of the Facilities for the purpose of entering the Facilities for any sampling, testing or inspection of the Facilities. Proponent agrees to accept and assume all risks arising directly or indirectly out of the any site visit, entry, inspection, sampling or testing by Proponent to or of the Facilities. Proponent agrees that the City shall have no duty of care to keep the Facilities safe for entry or use. Proponent agrees that the City does not grant its permission, assume responsibility or incur liability for any injury, death, loss or damage to any person or property arising out of the activities of Proponent on the Facilities, and Proponent hereby releases the City and its employees, consultants and other agents from any and all actions, causes of action, suits, claims, liabilities, losses, damages, judgments and executions of any kind arising after the date hereof that Proponent, or its employees, representatives, affiliates and/or agents may have by reason of, arising out of, related to, or resulting from any visit, entry, inspection, study, test or other action by Proponent.

Indemnity and Hold Harmless: Notwithstanding any general liability or other insurance that may be maintained by Proponent, Proponent shall defend, indemnify and hold the City harmless (using counsel reasonably satisfactory to the City) from any and all actions, causes of action, suits, claims, liens, demands, liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees) and damages of any kind or nature that the City sustains or incurs by reason of or in connection with any visit, entry, inspection, study, test or other actions by Proponent; provided, however, that the indemnity obligations of Proponent shall not apply to any liability of damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the City and its agents or employees.

Confidential Information: Proponent recognizes that their employee and/or agent may be exposed to Confidential Information and that the City desires to prevent unauthorized disclosure of such information. Except as required by law or by a court of competent jurisdiction, each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents.

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Acknowledged and agreed this ___ day of _____, 20__.

Proponent and Proponent's Authorized Representatives

Name: _____

Title: _____

Company: _____

Telephone Number: _____

E-mail Address: _____

Name: _____

Title: _____

Company: _____

Telephone Number: _____

E-mail Address: _____