



**Date:** 7/12/2018  
**To:** Prospective Proposers  
**Subject:** Addendum No. 1  
Site Visit

**This addendum forms part of the proposal and contract documents and modifies the original proposal documents dated 6/25/2018. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT PROPOSER TO DISQUALIFICATION.**

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Project Name Correction in the proposal documents: Incinerator Demolition and Concrete Cap Design

Site Visit Scheduled for Tuesday, July 17, 2018 at 10:30 a.m. CST. Vendors must sign the release form attached to this addendum to be able to tour the site. You may send the form to Purchasing, [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov), before the visit, or bring the form with you to the site.

**I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company Name**

**A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL**

# City of Galveston

## Release of Liability and Assumption of Risk

State of Texas

County of Galveston

I want to participate in the proposal process for demolition of the incinerators in Galveston, Texas. In order to give an accurate proposal, I want to inspect the incinerators and walk or drive on the property surrounding the incinerators (“proposal walk through”). I understand that the land on which the incinerator sits may be contaminated from prior incinerations, and that there may be asbestos present within the incinerator, and that the incinerator itself may be structurally unsound. In consideration of being allowed to participate in the proposal walk through, I, \_\_\_\_\_, execute this Release of Liability and Assumption of Risk (“Release”) binding my heirs, executors, administrators, personal representatives, next of kin, and assigns, and do hereby release, waive, discharge, and will not hold liable the CITY OF GALVESTON, its officers, agents, and employees, from any and all actions, causes of action, expressly including negligence, claims, demands, costs, or damages arising from or resulting from property damage, personal injuries, or death sustained by me or my property while participating in the proposal walk through, regardless of the sole, joint, or concurrent negligence, negligence per se, gross negligence, strict liability, regulatory or statutory liability, tort theory, act, omission, fault, or failure to act by the CITY OF GALVESTON, its officers, agents, and employees while I am participating in the proposal walk through in any capacity.

I further agree, binding my heirs, executors, administrators, personal representatives, next of kin, and assigns, to indemnify, hold, and save harmless CITY OF GALVESTON, its officers, agents, and employees from any liability, action, claim, damage, award, or judgment incurred or suffered by individuals as a result of any act or omission by me or caused in whole or in part by me while participating in the proposal walk through whether or not also caused in part by a person indemnified hereunder.

I have carefully read this Release and sign this Release of my own free will and accord, without reliance of any representation of any kind or character by CITY OF GALVESTON, its officers, agents, and employees which is not expressly set forth in this Release. I am legally competent to execute this Release and I understand that I have the right to consult with a lawyer prior to signing this Release.

This Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. If any portion of this Release is held to be invalid, unenforceable, or illegal in any respect, such provision shall be fully severable, and the remainder of this Release shall remain valid and in full force and effect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name