
herein contained and referred to, for the sum of \$7,964,001 (Seven million nine hundred sixty-four thousand one dollars and no cents) subject to additions and deductions as provided therein, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. PARTS OF THE CONTRACT

That the complete contract consists of the following documents, all of which shall be considered as parts of this agreement.

1. Invitation to Bid
2. General Conditions
3. Supplementary Conditions
4. Specifications bearing the title City of Manteca Storm Drain Zones 36/39 Improvements Project, Phase 1 – Outfall Construction
5. Contract Proposal
6. Contract Bonds
7. Contract Drawings

All of the documents above are contained herein.

ARTICLE IV.

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.

The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

ARTICLE VI.

The Contractor agrees to receive and accept the sum of \$7,964,001 (Seven million nine hundred sixty-four thousand one dollars and no cents) subject to additions and deductions as provided herein, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of

the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Department.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

Licensed in accordance with an act providing for the registration of
Contractors License No.

Federal Employer Identification No. _____

Contractor/Firm

CITY OF MANTECA

Signature of Contractor

Toni Lundgren, City Manager

Print Name

ATTEST

Title

Cassandra Candini-Tilton, City Clerk

Address

COUNTERSIGNED

Matthew Boring, Finance Director

City, State, and Zip

COUNTERSIGNED

Phone Number

Stephanie Van Steyn, Human
Resources Director

APPROVED AS TO FORM

Kousha Mckennejad, Deputy City Attorney

****END OF SECTION****

THIS PAGE INTENTIONALLY LEFT BLANK