
AGREEMENT

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THIS AGREEMENT, made on _____, by and between the City of San Luis Obispo, a municipal corporation and charter city, San Luis Obispo County, California (hereinafter called the Owner) and SOUZA ENGINEERING CONTRACTING, INC. (hereinafter called the Contractor).

WITNESSETH:

That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1, SCOPE OF WORK: The Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete all the work of construction of

NORTH CHORRO GREENWAY, SPEC NO. 1000036

in strict compliance with the plans and specifications therefor, including any and all Addenda, adopted by the Owner, in strict compliance with the Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II, CONTRACT PRICE: The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the contract prices as follows:

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	TRAFFIC CONTROL PLAN AND IMPLEMENTATION	LS	1	\$538,600.00	\$538,600.00
2	CONSTRUCTION SURVEY	LS	1	\$60,000.00	\$60,000.00
3	COMPLY WITH CALTRANS ENCROACHMENT PERMIT	LS	1	\$3,400.00	\$3,400.00
4	COMPLY WITH GRANT DEED AND RIGHT OF WAY AGREEMENT – BIKE PATH	LS	1	\$2,300.00	\$2,300.00
5	CLEARING, GRUBBING, AND LIMB REMOVAL	LS	1	\$50,000.00	\$50,000.00
6	CHORRO STREET RECONSTRUCTION	SQFT	10000	\$17.80	\$178,000.00
7	CLASS I BIKE PATH (OPTION 2)	SQFT	6600	\$21.00	\$138,600.00
8	MINOR CONCRETE (SIDEWALK)	SQFT	1700	\$14.00	\$23,800.00

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9	MINOR CONCRETE (CURB AND GUTTER)	LF	2355	\$98.00	\$230,790.00
10	MINOR CONCRETE (CROSS GUTTER)	LF	250	\$275.00	\$68,750.00
11	MINOR CONCRETE (DRIVEWAY RAMPS)	SQFT	800	\$38.00	\$30,400.00
12	MINOR CONCRETE (1.25' CONCRETE BIKE MEDIAN)	LF	1600	\$66.40	\$106,240.00
13	MINOR CONCRETE (3' CONCRETE BIKE MEDIAN)	LF	1650	\$150.40	\$248,160.00
14	MINOR CONCRETE (SIDEWALK UNDERDRAIN)	EA	1	\$10,800.00	\$10,800.00
15	MINOR CONCRETE (ENERGY DISSIPATION STRUCTURE AND COBBLE)	EA	1	\$5,900.00	\$5,900.00
16	STRUCTURE CONCRETE (CURB & GUTTER RETAINING WALL - BROAD ST - STA 21+40 TO 23+12)	LF	172	\$528.00	\$90,816.00
17	STRUCTURE CONCRETE (RETAINING WALL - BIKE PATH - STA 1+00 TO 2+80)	LF	180	\$760.00	\$136,800.00
18	STRUCTURE CONCRETE (LANDSCAPE HIGH CURB - CHORRO/101)	LF	123	\$393.00	\$48,339.00
19	STRUCTURE CONCRETE (CMU PILASTER - BIKE PATH)	EA	1	\$7,150.00	\$7,150.00
20	TYPE II SLURRY SEAL	SQYD	30,440	\$4.20	\$127,848.00
21	BIKE LANE AND EXISTING CURB RAMP EDGE GRIND	LS	1	\$53,200.00	\$53,200.00
22	TEMPORARY STRIPING AND PAVEMENT MARKINGS	LS	1	\$155,070.00	\$155,070.00
23	MINOR HOT MIX ASPHALT (CASE 1 - 10" THICK)	SQFT	2,330	\$20.60	\$47,998.00
24	MINOR HOT MIX ASPHALT (SPEED HUMP - TYPE 2)	EA	7	\$5,440.00	\$38,080.00
25	ADJUST STORMDRAIN MANHOLE TO GRADE	EA	6	\$1,310.00	\$7,860.00
26	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	3	\$1,310.00	\$3,930.00
27	ADJUST COMMUNICATION VAULT/MANHOLE/BOX TO GRADE	EA	36	\$1,310.00	\$47,160.00
28	ADJUST WATER VALVE TO GRADE	EA	12	\$800.00	\$9,600.00
29	ADJUST WATER METER TO GRADE	EA	11	\$788.00	\$8,668.00
30	18" HDPE STORM DRAIN PIPE	LF	63	\$230.00	\$14,490.00
31	MINOR CONCRETE (STORMDRAIN CATCH BASIN)	EA	1	\$24,000.00	\$24,000.00
32	MINOR CONCRETE (STORMDRAIN MANHOLE)	EA	2	\$8,880.00	\$17,760.00

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33	6" PERFORATED UNDERDRAIN PIPE	LF	62	\$132.00	\$8,184.00
34	MINOR CONCRETE (12" MIDSTATE STORMDRAIN CATCH BASIN)	EA	3	\$1,870.00	\$5,610.00
35	MINOR CONCRETE (24" MIDSTATE STORMDRAIN CATCH BASIN)	EA	1	\$3,030.00	\$3,030.00
36	REMOVE AND REPLACE STORMDRAIN INLET GRATE AND INSTALL FILTEREXX STORMEXX FILTER	EA	17	\$6,160.00	\$104,720.00
37	12' PUNCH POST	EA	45	\$138.00	\$6,210.00
38	14' PUNCH POST	EA	3	\$150.00	\$450.00
39	R1-1 SIGN 18"	EA	2	\$126.00	\$252.00
40	R1-1 SIGN 30"	EA	4	\$174.00	\$696.00
41	R1-2 SIGN 25"	EA	1	\$174.00	\$174.00
42	R1-3P PLAQUE	EA	4	\$51.00	\$204.00
43	R4-11 SIGN	EA	7	\$168.00	\$1,176.00
44	R5-3 SIGN	EA	2	\$162.00	\$324.00
45	R7-9 SIGN	EA	18	\$75.00	\$1,350.00
46	R10-15 (MODIFIED) "YIELD TO BIKE" SIGN	EA	5	\$168.00	\$840.00
47	R81 (CA) SIGN	EA	3	\$75.00	\$225.00
48	R81A (CA) SIGN	EA	2	\$17.00	\$34.00
49	R81B (CA) SIGN	EA	5	\$17.00	\$85.00
50	W1-1 SIGN	EA	2	\$162.00	\$324.00
51	W1-2L SIGN	EA	2	\$162.00	\$324.00
52	W4-4P SIGN	EA	1	\$78.00	\$78.00
53	W11-2 SIGN	EA	8	\$162.00	\$1,296.00
54	W16-7P SIGN	EA	8	\$75.00	\$600.00
55	W84 (CA) SIGN	EA	3	\$210.00	\$630.00
56	GREENWAY ARROW PLAQUE	EA	8	\$51.00	\$408.00
57	GREENWAY SIGN	EA	19	\$216.00	\$4,104.00
58	PEXCO CITY POST MODEL EAC, 36" WHITE WITH 2 GREY WRAPS	EA	23	\$450.00	\$10,350.00
59	72" WHEEL STOP	EA	8	\$180.00	\$1,440.00
60	6" YELLOW TACTILE GUIDE STRIP, VANGUARD ADA SYSTEMS OR APPROVED EQUAL	LF	82	\$163.00	\$13,366.00
61	INSTALL EXISTING / RELOCATED SIGN	EA	16	\$300.00	\$4,800.00
62	CURB PAINT	LF	200	\$3.00	\$600.00
63	PREFORMED THERMOPLASTIC SHEETS (BROAD/MURRAY)	SQFT	120	\$13.00	\$1,560.00
64	ZICLA ZEBRA CYCLE TRACK LANE SEPARATORS	EA	48	\$240.00	\$11,520.00
65	4" YELLOW STRIPING	LF	1,300	\$1.30	\$1,690.00
66	DETAIL 1	LF	2,750	\$1.10	\$3,025.00

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67	DETAIL 8	LF	50	\$1.00	\$50.00
68	DETAIL 22	LF	2,450	\$3.40	\$8,330.00
69	DETAIL 39	LF	3,750	\$1.60	\$6,000.00
70	BIKE BUFFER	LF	1,360	\$3.80	\$5,168.00
71	BIKE BUFFER AT DRIVEWAY	SQFT	1,140	\$3.50	\$3,990.00
72	HI-VIS CROSSWALK	EA	35	\$1,320.00	\$46,200.00
73	STOP BAR	LF	465	\$4.40	\$2,046.00
74	STOP LEGEND	EA	32	\$384.00	\$12,288.00
75	STOP LEGEND (1/2 SCALE)	EA	7	\$1,470.00	\$10,290.00
76	BIKE / PED DIRECTIONAL SYMBOL	EA	2	\$840.00	\$1,680.00
77	TYPE II ARROW	EA	1	\$378.00	\$378.00
78	TYPE IV ARROW	EA	1	\$300.00	\$300.00
79	HUMP LEGEND	EA	12	\$420.00	\$5,040.00
80	PED LEGEND	EA	2	\$330.00	\$660.00
81	XING LEGEND	EA	4	\$360.00	\$1,440.00
82	SLOW LEGEND	EA	2	\$384.00	\$768.00
83	SCHOOL LEGEND	EA	4	\$570.00	\$2,280.00
84	TURNING BIKE BOX	EA	3	\$426.00	\$1,278.00
85	BIKE SYMBOL & ARROW	EA	23	\$210.00	\$4,830.00
86	GREENBACK CHEVRON	EA	25	\$360.00	\$9,000.00
87	GREENBACK SHARROW	EA	2	\$366.00	\$732.00
88	GREENWAY SYMBOL	EA	22	\$450.00	\$9,900.00
89	GREEN BIKE LANE MARKINGS (CASE 1)	LF	118	\$3.60	\$424.80
90	GREEN BIKE LANE MARKINGS (CASE 2)	LF	286	\$2.50	\$715.00
91	GREEN BIKE LANE MARKINGS (CASE 3)	LF	364	\$3.00	\$1,092.00
92	GREEN SEALMASTER COLOR SAFE PAVEMENT MARKING	SQFT	5,640	\$5.20	\$29,328.00
93	YIELD LINE	EA	5	\$45.00	\$225.00
94	RELOCATE RRFB SOLAR CROSSWALK (RAMONA)	LS	1	\$3,400.00	\$3,400.00
95	RRFB SOLAR CROSSWALK (CHORRO/MILL)	LS	1	\$38,000.00	\$38,000.00
96	FOOTHILL TO RAMONA BIKE PATH LIGHTING / CHORRO LIGHTING / CHORRO PG&E SERVICE	LS	1	\$637,000.00	\$637,000.00
97	BENCHES (BIKE PATH & CHORRO/MOUNTAIN VIEW)	EA	3	\$5,540.00	\$16,620.00
98	TRASH CONTAINER (BIKE PATH)	EA	2	\$3,000.00	\$6,000.00
99	METAL PICKET FENCING (BIKE PATH)	LF	136	\$255.00	\$34,680.00
100	CHAINLINK FENCE (CHORRO /101)	LF	297	\$76.00	\$22,572.00

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101	CHAINLINK GATES (CHORRO /101)	EA	6	\$1,068.00	\$6,408.00
102	SOIL PREPARATION (NON-BIORETENTION & TREE PITS)	CY	130	\$230.00	\$29,900.00
103	BIORETENTION SOIL MIX	CY	90	\$148.00	\$13,320.00
104	CLASS II DRAIN ROCK	TON	200	\$76.00	\$15,200.00
105	ENERGY DISSIPATOR ROCK	TON	5	\$724.00	\$3,620.00
106	IRRIGATION	LS	1	\$158,000.00	\$158,000.00
107	TREE WATERING BAGS (NON-IRRIGATED TREES)	EA	35	\$174.00	\$6,090.00
108	PLANTING (SHRUBS - ALL AREAS)	SQFT	10,672	\$20.00	\$213,440.00
109	PLANTING (TREES - ALL AREAS)	EA	63	\$468.00	\$29,484.00
110	GREENWAY PLANTERS/SOIL/PLANTS	EA	285	\$810.00	\$230,850.00
111	MULCH (BIORETENTION AREAS)	CY	9	\$132.00	\$1,188.00
112	MULCH (CONVENTIONAL PLANTING AREAS & TREES)	CY	96	\$132.00	\$12,672.00
113	GREENWAY PLANTERS MAINT/WATERING (1-YR)	LS	1	\$7,800.00	\$7,800.00
114	ESTABLISHMENT/MAINTENANCE ALL TREES & PLANTS (1 YR)	LS	1	\$41,400.00	\$41,400.00
115	HAND WATER NON-IRRIGATED TREES (1-YR)	EA	35	\$258.00	\$9,030.00
116	HAND WATER NON-IRRIGATED UNDERSTORY PLANTINGS (1-YR)	LS	1	\$7,200.00	\$7,200.00
117	CURB RAMP ALMOND-MISSION (E) C-4.17	LS	1	\$29,050.00	\$29,050.00
118	CURB RAMP BROAD-MISSION (E) C-4.16	LS	1	\$47,700.00	\$47,700.00
119	CURB RAMP BROAD-MISSION (N) C-4.15	LS	1	\$34,970.00	\$34,970.00
120	CURB RAMP CENTER-CHORRO (NE) C-4.26	LS	1	\$24,300.00	\$24,300.00
121	CURB RAMP CENTER-CHORRO (NW) C-4.25	LS	1	\$27,270.00	\$27,270.00
122	CURB RAMP CENTER-CHORRO (SE) C-4.27	LS	1	\$22,360.00	\$22,360.00
123	CURB RAMP CENTER-CHORRO (SW) C-4.28	LS	1	\$25,390.00	\$25,390.00
124	CURB RAMP CERRO ROMAULDO-FERRINI (NW) C-4.4	LS	1	\$35,510.00	\$35,510.00
125	CURB RAMP CERRO ROMAULDO-FERRINI (SE) C-4.3	LS	1	\$21,670.00	\$21,670.00
126	CURB RAMP FELTON-FERRINI (NW) C-4.2	LS	1	\$21,650.00	\$21,650.00
127	CURB RAMP FELTON-FERRINI (SW) C-4.1	LS	1	\$19,410.00	\$19,410.00
128	CURB RAMP LINCOLN-CHORRO (NE) C-4.35	LS	1	\$30,110.00	\$30,110.00

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129	CURB RAMP LINCOLN-CHORRO (NW) C-4.34	LS	1	\$27,410.00	\$27,410.00
130	CURB RAMP LINCOLN-CHORRO (SE) C-4.36	LS	1	\$29,170.00	\$29,170.00
131	CURB RAMP LINCOLN-CHORRO (SW) C-4.37	LS	1	\$24,680.00	\$24,680.00
132	CURB RAMP MEINEKE-BROAD (N) C-4.8	LS	1	\$27,110.00	\$27,110.00
133	CURB RAMP MEINEKE-BROAD (S) C-4.9	LS	1	\$22,130.00	\$22,130.00
134	CURB RAMP MEINEKE C-4.10	LS	1	\$21,030.00	\$21,030.00
135	CURB RAMP MILL-CHORRO (NW) C-4.46	LS	1	\$22,240.00	\$22,240.00
136	CURB RAMP MILL-CHORRO (NE) C-4.49	LS	1	\$39,600.00	\$39,600.00
137	CURB RAMP MILL-CHORRO (SE) C-4.48	LS	1	\$36,060.00	\$36,060.00
138	CURB RAMP MILL-CHORRO (SW) C-4.47	LS	1	\$38,450.00	\$38,450.00
139	CURB RAMP MISSION-CHORRO (NE) C-4.20	LS	1	\$22,500.00	\$22,500.00
140	CURB RAMP MISSION-CHORRO (NW) C-4.19	LS	1	\$23,180.00	\$23,180.00
141	CURB RAMP MISSION-CHORRO (SE) C-4.21	LS	1	\$21,710.00	\$21,710.00
142	CURB RAMP MISSION-CHORRO (SW) C-4.22	LS	1	\$28,680.00	\$28,680.00
143	CURB RAMP MISSION BULBOUT C-4.18	LS	1	\$28,280.00	\$28,280.00
144	CURB RAMP MOUNTAIN VIEW-CHORRO (NE) C-4.30	LS	1	\$28,800.00	\$28,800.00
145	CURB RAMP MOUNTAIN VIEW-CHORRO (NW) C-4.29	LS	1	\$23,410.00	\$23,410.00
146	CURB RAMP MOUNTAIN VIEW-CHORRO (SE) C-4.31	LS	1	\$52,160.00	\$52,160.00
147	CURB RAMP MOUNTAIN VIEW-CHORRO (SW) C-4.33	LS	1	\$24,610.00	\$24,610.00
148	CURB RAMP MURRAY-BROAD (E) C-4.12	LS	1	\$21,270.00	\$21,270.00
149	CURB RAMP MURRAY-BROAD (N) C-4.11	LS	1	\$19,040.00	\$19,040.00
150	CURB RAMP MURRAY-BROAD (S) C-4.13	LS	1	\$19,990.00	\$19,990.00
151	CURB RAMP MURRAY-BROAD (W) C-4.14	LS	1	\$18,200.00	\$18,200.00
152	CURB RAMP PEACH-CHORRO (SE) C-4.43	LS	1	\$39,670.00	\$39,670.00
153	CURB RAMP PEACH-CHORRO (NW) C-4.45	LS	1	\$37,050.00	\$37,050.00
154	CURB RAMP PEACH-CHORRO (SW) C-4.44	LS	1	\$29,010.00	\$29,010.00
155	CURB RAMP PEACH-CHORRO (NE) C-4.42	LS	1	\$38,320.00	\$38,320.00

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156	CURB RAMP RAMONA-BROAD (E) C-4.6	LS	1	\$20,170.00	\$20,170.00
157	CURB RAMP RAMONA-BROAD (W) C-4.7	LS	1	\$45,450.00	\$45,450.00
158	CURB RAMP RAMONA CROSSING C-4.5	LS	1	\$37,770.00	\$37,770.00
159	CURB RAMP VENABLE-CHORRO (NE) C-4.23	LS	1	\$20,940.00	\$20,940.00
160	CURB RAMP WALNUT-CHORRO (SE) C-4.40	LS	1	\$116,370.00	\$116,370.00
161	CURB RAMP WALNUT-CHORRO (SE) C-4.24	LS	1	\$23,940.00	\$23,940.00
162	CURB RAMP WALNUT-CHORRO (N) C-4.38	LS	1	\$57,970.00	\$57,970.00
163	ROUGH GRADING CUT (BIKE PATH)	CY	300	\$75.90	\$22,770.00
164	ROUGH GRADING CUT (STORM WATER MITIGATION AREAS)	CY	200	\$38.00	\$7,600.00
165	REMOVE EXISTING MANHOLE AND INSTALL (N) SEWER MANHOLE	EA	1	\$13,550.00	\$13,550.00
166	INSTALL COATING ON (N) SEWER MANHOLE	EA	1	\$12,000.00	\$12,000.00
167	REMOVE EXISTING CLEANOUT AND INSTALL (N) SEWER CLEANOUT	EA	1	\$1,950.00	\$1,950.00
168	REMOVE EXISTING 12" CMP AND INSTALL (N) 12" PVC STORMDRAIN	LF	45	\$318.00	\$14,310.00
169	ABANDON EXISTING SEWERLINE AND INSTALL (N) 6" HDPE SEWERLINE	LF	275	\$280.00	\$77,000.00
170	CONNECT TO EXISTING SDMH PER ENG. STD. 3540	EA	1	\$2,770.00	\$2,770.00
171	CONNECT EXISTING SEWER LATERAL TO SEWER MAIN	EA	4	\$4,900.00	\$19,600.00
172	RE-GRADE SEWER LATERAL BEYOND 6 FEET	LF	10	\$210.00	\$2,100.00
173	REMOVE EXISTING CONCRETE OUTLET STRUCTURE	LS	1	\$1,680.00	\$1,680.00
174	INSTALL (N) CATCH BASIN	EA	1	\$25,150.00	\$25,150.00
175	REMOVE AND REPLACE SIDEWALK	SQFT	60	\$40.90	\$2,454.00
176	BYPASS PUMPING	LS	1	\$2,900.00	\$2,900.00
177	POTHOLING	LS	1	\$12,850.00	\$12,850.00

BID TOTAL: \$ 6,076,938 .80

Payments are to be made to the Contractor in compliance with and subject to the provisions embodied in the documents made a part of this Contract.

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Should any dispute arise respecting the true value of any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor, during the performance of this Contract, said dispute shall be decided by the Owner and its decision shall be final, and conclusive.

ARTICLE III, COMPONENT PARTS OF THIS CONTRACT: The Contract consists of the following documents, all of which are as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached:

1. Notice to Bidders and Information for Bidders
2. Standard Specifications and Engineering Standards
3. Special Provisions, any Addenda, Plans and Contract Change Orders
4. Caltrans Standard Specifications and Standard Plans 2015
5. Accepted Bid and Bid Bond
6. List of Subcontractors
7. Public Contract Code Sections 10285.1 Statement
8. Public Contract Code Section 10162 Questionnaire
9. Public Contract Code Section 10232 Statement
10. Labor Code Section 1725.5 Statements
11. Bidder Acknowledgements
12. Qualifications
13. Non-collusion Declaration
14. Agreement and Bonds
15. Insurance Requirements and Forms

ARTICLE IV INDEMNIFICATION: The Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then the Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment,

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civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

ARTICLE V. 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 of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

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

CITY OF SAN LUIS OBISPO
A Municipal Corporation

Derek Johnson, City Manager

APPROVED AS TO FORM

CONTRACTOR:

Name of Company

J. Christine Dietrick
City Attorney

By: _____
Steve A. Souza
Its: PRESIDENT

(2nd signature required if Corporation):

By: _____
Stuart Souza

Its: Secretary

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