

# AGREEMENT

THIS AGREEMENT, effective this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between the EASTERN MUNICIPAL WATER DISTRICT, hereinafter designated as the "District", party of the first part, and

\_\_\_\_\_  
hereinafter designated as the Contractor, party of the second part,

WITNESSETH: That in consideration of the mutual covenants herein contained and other valuable consideration, the parties hereto agree as follows, to wit:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the District, the Contractor agrees with the District to perform the following work:

\_\_\_\_\_  
\_\_\_\_\_  
as set forth in Specification No. \_\_\_\_\_ and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications hereto attached and by this reference made a part thereof, to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefor, except such materials as in the said specifications are stipulated to be furnished by the District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II. The District will pay and the Contractor shall receive in full compensation therefor the prices named in \_\_\_\_\_ for \_\_\_\_\_ of the bidding sheet of the proposal hereto attached for furnishing all said materials and labors, furnishing and removing all plants, temporary works or structures, tools and equipment, and doing all the work contemplated and embraced in this Agreement; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the District, 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; except such as in the said specifications are expressly stipulated to be borne by the District; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said drawings and specifications and in accordance with the requirements of the Engineer under them.

ARTICLE III. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the conditions set forth in the specifications; 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 IV. The Notice Inviting Bids, the Instructions to Bidders, the Proposal, Addenda, the Specifications, and the Drawings mentioned therein, all of which are hereto attached, are hereby incorporated in and made a part of this Agreement.

IN WITNESS WHEREOF: The parties hereto have caused this contract to be executed the day and year first above written.

**EASTERN MUNICIPAL WATER DISTRICT**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Paul D. Jones, II, P.E., General Manager

ATTEST:

By: \_\_\_\_\_  
Sheila Zelaya, Board Secretary

**CONTRACTOR**

\_\_\_\_\_  
(Company Name)

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name & Title)