

## CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is made and entered into on the date below written, by and between THE CITY OF WEST SACRAMENTO, hereinafter called the "City" and \_\_\_\_\_, hereinafter called the "Contractor".

In exchange for valuable considerations hereinafter mentioned, the City and Contractor agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, materials, tools and equipment and to perform all the work required to construct and complete in a good and workmanlike manner and in strict accordance with the Contract Documents, those certain improvements entitled:

\_\_\_\_\_  
 Contract Documents for this project have been prepared by the City Engineer of West Sacramento, and hereinafter called the Engineer. All Contract Documents, and each and every provision thereof, relating to this Contract are hereby made a part of and incorporated by reference into this Contract. Such Contract Documents include the Invitation to Bid, Bidder's Bond, Contract, Faithful Performance Bond, Payment Bond, Contractor's Certificate Regarding Worker's Compensation, Specifications, the Federal and State-required provisions, the Technical Specifications and the Plans applicable to this work, and all Addendum and Change Orders as well as all modifications incorporated into said documents before the execution of this Contract. Any work called for in one Contract Document and not mentioned in others is to be performed and executed as if mentioned in all Contract Documents.

ARTICLE II. The City agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the following prices, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials, labor, tools and equipment, and for doing all the work contemplated and embraced in this Contract, and for all risks of every description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the Engineer under them, namely:

ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.				\$	\$
<b>TOTAL BID PRICE</b>					<b>\$</b>
<b>Note:</b>	EA. = Each;	L.F. = Linear Feet;			
	L.S. = Lump Sum	S.F. = Square Feet;			

ARTICLE III. The City shall make payments on the account of the Contract as specified in the General Conditions.

ARTICLE IV. The Contractor shall diligently prosecute the work to completion in accordance with the following schedule: \_\_\_\_\_ days. ( )

ARTICLE V. The Contractor acknowledges that he has examined the prevailing rate of per diem wages as established by the U.S. Department of Housing and Urban Development and the California Director of Industrial Relations. The Contractor agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements.

IN WITNESS WHEREOF, the parties execute this Contract as follows:

\_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor  
City of West Sacramento

Approved as to form:

\_\_\_\_\_  
Jeffrey Mitchell, City Attorney

Attest:

\_\_\_\_\_  
Kryss Rankin, City Clerk