

AGREEMENT FOR SITE PREPARATION

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____ (a corporation organized and existing under the laws of the State of _____); (a partnership consisting of _____); (an individual trading as _____), hereinafter called the "Contractor," and the REDEVELOPMENT AUTHORITY OF THE COUNTY OF FAYETTE, PENNSYLVANIA, hereinafter called the "Local Public Agency."

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Site Preparation, namely: _____

and required supplemental work for the _____,

all in strict accordance with the Contract Documents for Site Preparation, including all Addenda thereto, numbered _____, dated _____, all as prepared by _____, acting and in these Contract Documents for Site Preparation, referred to as the "Engineer."

ARTICLE 2. THE CONTRACT PRICE. The Local Public Agency will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Section 109 hereof.

ARTICLE 3. CONTRACT. The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda (if any)
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid and Resolution Awarding Contract
- f. General Conditions (Part I, Part II and Part III)
- g. Special Conditions (Part IV)
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the contract as if hereto attached or herein repeated, forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

ARTICLE 4. STIPULATION AGAINST LIENS. The Contractor agrees to execute and record a Stipulation Against Liens in the form provided herewith prior to commencement of any work required thereby, or the acquisition of any materials therefor.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

Attest:

(Contractor)

By: _____

Title: _____

Address: _____

Attest:

REDEVELOPMENT AUTHORITY OF THE
COUNTY OF FAYETTE, PENNSYLVANIA

By _____
Executive Director