

AGREEMENT
ABC Project

This **AGREEMENT**, made [DATE] by and between Western PA Coalition for Abandoned Mine Reclamation (WPCAMR), hereinafter called SPONSOR and -XYZ, Inc. doing business as a corporation and hereinafter called **CONTRACTOR**, shall be as follows. WITNESSETH, that for and in consideration of the payments and agreements hereinafter described:

1. The **CONTRACTOR** will commence and complete the tasks necessary for the Wehrum Project (as described in WPCAMR Proposal of [PROPOSAL DATE] submitted to the Department of Environmental Protection, Bureau of Abandoned Mine Reclamation; aka **DEPARTMENT**) and as described in the DEP/BAMR Contract Form 7C-K-460, Attachment D, Scope of Work: ABC Project.
2. The **CONTRACTOR** will furnish all of the construction surveying, material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in Paragraph 1 of this document (see above); as described in the XYZ, Inc. proposal of [CONTRACTOR PROPOSAL DATE] to WPCAMR and as described in the DEP Grant Agreement between WPCAMR and DEP/BAMR.
3. The **CONTRACTOR** may commence the work on [COMMENCE DATE] following the signing of this agreement and will complete the same by the date of [COMPLETION DATE] or a revised completion date as determined by mutual agreement with BCWA or by subsequent modifications and/or amendments to the Grant Agreement between the **SPONSOR** and the Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Abandoned Mine Reclamation. After project completion, the **CONTRACTOR** will provide to the **SPONSOR** any applicable field change notes with sketches for incorporation into as-built drawings.
4. The **CONTRACTOR** agrees to perform all the work described in the contract documents and comply with the terms therein for the maximum amount of [\$[AMOUNT]]. This maximum amount may be exceeded only by written amendment to this agreement as based upon work and/or materials outside the original scope as described in Item 2 of this agreement. Furthermore, any written amendment to this agreement between the **SPONSOR** and **CONTRACTOR** will be based solely upon an approved change or amendment to the Grant Agreement between the **SPONSOR** and the **DEPARTMENT**. Items of consideration will include but will not be limited to unanticipated conditions of physical and/or geologic nature. In addition to construction oversight services by the **SPONSOR**, general project oversight may include review by the United States Department of Interior, Office of Surface Mining.
5. The **SPONSOR** will **PAY** to the **CONTRACTOR** in the manner and at such times as set forth in the Pennsylvania Department of Environmental Protection Contract Agreement or as determined by the **DEPARTMENT**. In general, itemized and documented invoices for work completed by the **CONTRACTOR** will be accepted by the **SPONSOR** on a monthly basis and will be submitted for reimbursement to the **DEPARTMENT**. Any and all payments to **CONTRACTOR** will be conditional based upon receipt of the Grant Agreement by WPCAMR.

6. This **Agreement** shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. **IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials this **Agreement** in triplicate (3), each of which shall be deemed an original on the date first written above.

AGREEMENT

ATTEST: Western PA Coalition for Abandoned
Mine Reclamation (WPCAMR)

Name
Title: Secretary/Treasurer (Circle correct)
Federal Employee Identification No: 25-1823971

SPONSOR: Western PA Coalition for
Abandoned Mine Reclamation (WPCAMR)

Name
Title: President/Vice President (Circle correct)

ATTEST: XYZ, Inc.

Name
Title:
Federal Employee Identification No: 25-xxxxxxx

Contractor: XYZ, Inc.

Name: John Doe
Title: Head Honcho

{Insert text as exhibit from BCWA proposal to Department dated xxxxx}