

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, 20__, by and between **LOWER POTTSBROVE TOWNSHIP**, Montgomery County, Pennsylvania with offices located at 2199 Buchert Road, Pottstown, Pennsylvania 19464 (hereinafter referred to as “Township”) and _____, with offices located at _____, _____ County, Pennsylvania, _____ (hereinafter referred to as “Developer”).

WITNESSETH:

WHEREAS, Developer is the legal or equitable owner of certain real estate located at _____, Lower Pottsgrove Township, Pennsylvania and commonly referred to as the site of the _____ (“Premises”).

WHEREAS, Developer has made requests regarding subdivision practices within the Township; and

WHEREAS, Developer has need of and has requested the Township to review land development or subdivision plans for the Premises so Developer will be able to construct improvements thereon; and

WHEREAS, Developer desires to present to Township plans for the development of the Premises; and

WHEREAS, Developer now requests that Township have its Engineer review said plans and have its Solicitor provide such legal services as are required by Township; and

WHEREAS, Township has authorized such legal and engineering services upon execution of this Agreement by Developer.

NOW THEREFORE, the parties agree as follows:

1. Township hereby authorizes its Consulting Engineer (hereinafter “Engineer”) to review the Developer’s plans, and to make recommendations on the design and specifications, and to make engineering surveys and field inspections.
2. Developer agrees to pay (a) reasonable fees for the Engineer reviewing and commenting on the plans, surveying the Premises or inspecting the improvements to be constructed; (b) reasonable legal fees for the Township Solicitor (hereinafter “Solicitor”) reviewing plans, preparing documents, attending meetings or providing other legal services relating to the development on the Premises; (c) administrative costs and expenses which the Township may incur by reason of this contract. All charges and fees shall be paid by the Developer as required by the Township and in accordance with paragraph 3 set forth herein.
3. Developer hereby agrees to deposit with the Township the sum of Five Hundred Dollars (\$ 500.00) as security for the payment of all costs and expenses, charges and fees, as set forth in paragraph 2 above, upon execution of this Agreement.
4. Developer understands and agrees that the professionals hired by the Township are representing the best interest of the Township and not the interests of the Developer. The Developer cannot and should not rely on any of the information supplied by the professionals hired by the Township and, in turn, the Developer should hire the Developer’s own experts to advise the Developer accordingly.
5. In the event that Developer does not proceed to file plans, Developer agrees to pay the reasonable fees of the professional service provided to the Township in anticipation of the land development. Such fees shall include preparation time of the Engineer and Solicitor which specifically deal with the Developer’s proposed land development.

6. Services will be provided to the Developer in accordance with the review procedures established herein and by the Township from time to time.
7. Developer shall pay for any and all legal fees charged by the Solicitor for the preparation of legal documents, review of any legal documentation or plans or other legal work authorized by the Township relating to the project for which the Developer has requested review.
8. Developer further agrees that this contract and the engineering and/or legal work authorized by it shall in no way be construed as allowing any construction of improvements prior to Developer receiving all required Township, County, State and Federal approvals and/or permits and execution of Construction and Escrow Agreements with the Township.
9. Developer may, at any time, give written notice to the Township that it does not desire to proceed with the work, and upon receipt of such notice by the Township, the Developer shall only be liable to the Township for its costs and expenses incurred up to and including the date and time of Township's receipt of the notice.
10. Township, in the exercise of its responsibilities, may call upon the services of outside consultants for engineering or legal services, site design, and such other consulting services as it may deem necessary to properly review Developer's proposals, all of which shall be paid by the Developer.
11. If Developer fails to pay invoices within thirty (30) days, then interest shall accrue at the rate of 1% per month until collected. The Township shall be reimbursed all expenses incurred, including reasonable attorneys' fees associated with collecting the payment of the invoices.

12. This contract shall terminate when Developer files a complete preliminary plan submission at which time the reimbursement procedures of the Municipalities Planning Code shall apply. All debts owed at that time shall be collected in accordance with this contract and all future professional services shall be reimbursed in accordance with the Municipalities Planning Code.

13. Developer and Township acknowledge that this document represents the full understanding between them, shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and will be honored by both of them, each of whom agree to be legally bound by its terms.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused their signatures to be affixed and have affixed their hands and seals hereto the day and year first above written.

ATTEST:

TOWNSHIP OF LOWER POTTSBORO

By: _____

(SEAL)

ATTEST:

By: _____

(SEAL)

BILLING INFORMATION

COMPANY/NAME:

ADDRESS:

ADDRESS:

CITY/STATE/ZIP

PHONE NUMBER:

FAX NUMBER:

CELL PHONE:

E-MAIL ADDRESS:

Please return completed form to: Edward C. Wagner, Twp. Mgr., Lower Pottsgrove Township, 2199 Buchert Road, Pottstown, PA 19464