



CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, 20____, by and between the **LOWER GWYNEDD TOWNSHIP**, Montgomery County, Pennsylvania, with offices located at 1130 N. Bethlehem Pike, PO Box 625, Spring House, PA 19477 (hereinafter referred to as “Township”) and _____, with offices located at _____ (hereinafter referred to as “Developer”).

WITNESSETH:

WHEREAS, Developer is the legal or equitable owner of certain real estate located at _____, Lower Gwynedd Township, Montgomery County, Pennsylvania (“Property”); and

WHEREAS, Developer has requested that the Township review certain plans, drawings, engineering studies and other documents related to the Property so Developer will be able to pursue an application with the Township for the Property; and

WHEREAS, Developer desires that the Township have its Planner, Engineer, Fire Marshal and any other Township Consultants perform certain reviews and/or inspections and have its Solicitor provide such legal services as are required to review the proposed development of the Property (hereinafter collectively “the Services”); and

WHEREAS, Township has authorized the Services upon execution of this Agreement by Developer, and upon the deposit of the required funds as hereinafter set forth.

NOW THEREFORE, the parties agree as follows:

1. Township hereby authorizes the Township or other Consulting Engineer (hereinafter "Engineer"), Traffic Engineer, Planning and Zoning Consultant (hereinafter "Planner"), Fire Marshal or any other Township Consultants (hereinafter "Consultant") to perform site or field inspections and to review certain plans, drawings, engineering studies and other documents, and the Township Solicitor (hereinafter "Solicitor") to provide such legal services, as are required by the Township pursuant to its rules, regulations or proper engineering standards in order to ensure that the proposed development of the Property reflects proper planning and engineering practices and complies with all Township ordinances, rules and regulations.

2. Developer agrees to pay (a) fees per the Township contract for the Engineer, Traffic Engineer, Planner, Fire Marshal or any other Township Consultant to review and comment on the plans, drawings, engineering studies and other documents; (b) legal fees directly associated with the project per the Township contract for the Solicitor reviewing plans, preparing documents, attending meetings or providing other legal services relating to the repairs on the Premises; (c) any 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 the amount of \$ _____ with the Township an escrow amount along with all required documentation to establish an escrow account per the attached checklist and fee schedule as security for the payment of all costs and expenses, charges and fees, as set forth in paragraph 2 above at the time of execution of this

Agreement. It is agreed and understood by the parties that no action will be taken on Developer's request for inspections or reviews related to the Property until the required funds have been deposited with the Township.

4. In the event that engineering, legal or administrative costs and expenses exceed 75% the deposit required in paragraph 3 hereof, Developer agrees to deposit, within ten (10) days after billing, such additional sum as is required to pay said expenses and to maintain a balance of not less the original escrow amount on account for future costs. A detailed statement of account shall be provided to the Developer upon request. In the event any required deposit is not made, it is understood and agreed that no further work will be done for Developer, and Developer releases Township from any claims for delay and/or other type damages that might be incurred by the Developer.

5. Services will be provided to the Developer in accordance with the review procedures established by the Township from time to time. Plans or studies shall not be reviewed, and inspections will not occur, until the escrow deposit has been paid as provided under paragraph 3 and 4 of this Agreement.

6. Developer shall pay all direct associated fees and costs which the Township may incur by reason of or in connection with the review of plans, inspections, repair work, or other work either on Developer's Premises or off-site, as required in connection with the Township's review of the proposed development of the Property.

7. Developer shall pay any and all engineering, planning, other consultant and legal costs incurred by the Township for reviews and inspections which may be required for the purpose of ensuring compliance with the rules and regulations of the Township, the ordinances and codes of the Township, and any other laws and regulations of the Commonwealth of Pennsylvania, the United State of America or any other regulatory body

having jurisdiction over the work to be performed at the Developer's Premises.

8. In addition to the charges under paragraph 7, the Developer shall pay the Township an administrative charge in the amount of ten (10%) percent of each invoice for services under this Agreement in order to defray expenses associated with processing invoices drawn against the escrow funds.

9. Developer further agrees that this contract and the engineering, planning, consulting and/or legal work authorized by it shall in no way be construed as allowing any repairs, construction, or other 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.

10. Should the Developer submit a formal application to the Township for this particular development this escrow will act as the project escrow and will be funded in accordance with the submission fees and any development agreement terms and conditions.

11. 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. Township will process all remaining monies to the developer within 90 days of the notice to terminate.

12. The Township shall use its best efforts to give Developer as much advance notice as possible that Developer's liability will exceed the deposit posted with the Township.

13. Township, in the exercise of its responsibilities, may call upon the services of outside consultants for engineering, planning 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 from Developer's deposit.

14. 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:

LOWER GWYNEDD TOWNSHIP

By: _____
Township Manager

(TOWNSHIP SEAL)

ATTEST:

By: _____

(SEAL)

**LOWER GWYNEDD TOWNSHIP PROFESSIONAL SERVICES
AGREEMENT**

Required Documents to Establish an Escrow Account

1. Copy of Valid Driver's License
2. Completed W-9 Form by Property Owner. Please note the NAME, SIGNATURE and FEDERAL ID NUMBERS should match.
3. Check in the amount of the Escrow per attached Fee Schedule
4. Name and Contact information including cell phone numbers of person managing this Escrow Account
5. Any Lower Gwynedd Township Associated File Number be placed on this Form



Professional Services Agreement Escrow Fee Schedule

- | | |
|--|---------|
| • Any Land Development Project | \$5,000 |
| • Subdivision (1-3 Lots) | \$1,500 |
| • Subdivision (4+ Lots) | \$3,000 |
| • Zoning Amendments | \$1,500 |
| • Conditional Use | \$1,500 |
| • Property Use Proposals | \$2,000 |
| • Residential Additions/Alterations | \$1,000 |
| • Stormwater Management | \$1,500 |
| • Erosion Sediment Control | \$1,500 |
| • Sewage Planning Module | \$1,000 |
| • Sewer Construction of a Main, or Off-Site | \$3,500 |
| • Any other projects not listed above | \$1,500 |
| • Any Combination of the above will refer to the higher fee schedule | |

