



LOWER PROVIDENCE TOWNSHIP

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PROFESSIONAL SERVICES AGREEMENT FORM

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the TOWNSHIP of LOWER PROVIDENCE, Montgomery County, Pennsylvania, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 100 Parklane Drive, Eagleville, Montgomery County, Pennsylvania 19403, (hereinafter referred to as the “Township”),

AND

(hereinafter referred to as “Applicant”)

WITNESSETH:

WHEREAS, Applicant is the legal or equitable owner of a certain tract or parcel of real estate situated in Lower Providence Township, Montgomery County, Pennsylvania, identified as 43-_____ Located generally at _____.

WHEREAS, the Township is required to review, act upon and inspect the implementation of improvements for the subdivision and development of lands in accordance with the Pennsylvania Municipalities Planning Code;

WHEREAS, Applicant has requested the Township review the proposed Subdivision and/or Land Development for the above-referenced parcel;

WHEREAS, said review will require the services of the Township's engineer, solicitor, traffic consultant, landscape architect and planning consultant;

WHEREAS, the Applicant has agreed to pay the charges and fees of these professional consultants, and any other consultants reasonably engaged by the Township, incurred by the Township in the review of said Subdivision and/or Land development:

NOW, THEREFORE, the parties hereto agree as follows:

1. The Applicant and the Township hereby authorize and direct the Township's Consulting Engineer on Subdivision and Land Development matters, (hereinafter called the "Engineer") to review the Applicant's subdivision and land development plans for code compliance, good engineering and best stormwater management practices and to make such recommendations as may be necessary for approval thereof in accordance with good engineering practices and rules and regulations of the Township.
2. The Applicant and the Township hereby authorize and direct the Township's Solicitor to review the Applicant's plans and the recommendation of the Engineer and other relevant consultants and to make such recommendations and draft such documents and agreements as may be necessary to insure that the Applicant's improvements meet all of the agreements, requirements and resolutions of the Township and the Commonwealth of Pennsylvania.
3. The Applicant and the Township hereby authorize and direct the Township's Traffic Consultant to review the Applicant's subdivision and land development plan for code compliance and safe and efficient traffic management and engineering to offset the impact of the proposal on existing conditions and to establish consistency with the current Township Transportation Plan.

4. The Applicant and the Township hereby authorize the Township's Landscaping Architect Consultant to review the Applicant's subdivision and land development plan for code compliance and safe, effective installation of required landscaping materials, to mitigate the impacts of construction on existing conditions and to meet Township requirements for on-site landscaping.

5. The Applicant and the Township hereby authorize the Township's Lighting Consultant to review the Applicant's subdivision and land development plan for code compliance and safe, effective installation of required lighting materials, to mitigate the impacts of light glare onto neighboring properties and to meet Township requirements for street lighting for Township roads.

6. The Applicant and the Township hereby authorize and direct the Township's Planning Consultant to review Applicant's subdivision and land development plan for code compliance, safe and efficient design and consistency with Township Comprehensive Plan recommendations.

7. The Applicant shall pay (a) the Township's Consultants' charges and fees for review of the said plans and review of plan changes that result from Consultants' recommendations or conditions that are set forth by the Board of Supervisors; (b) the Solicitor's charges and fees for legal review and drafting of the necessary documents; (c) administrative costs and expenses which the Township may incur by reason of this contract and in addition, the charges and fees incurred by the Board of Supervisors requesting additional studies or for review by any other consultants. All charges and fees shall be deposited and paid by Applicant as required by the Township in accordance with Paragraph "8" herein.

8. The Applicant hereby agrees to deposit with the Township financial security for the payment of all costs and expenses, charges and fees, as set forth in Paragraph 1 through 7 hereof, at the time of execution of this Agreement. It is agreed and understood by the parties that neither the Township, its Solicitor, Engineer, nor other relevant Consultants shall commence processing

this application for subdivision and/or land development until said security has been deposited with the Township. The deposit shall be in the sum required in the current Township Fee Schedule as adopted by the Board of Supervisors, further the stipulations set forth in attached "Appendix A", shall be included as part of this Contract and shall be in effect until the termination of Contract.

9. In the event the Township shall expend and/or become liable for administrative costs and expenses, and/or legal, and/or engineering fees, in an amount in excess of the deposit referred to in Paragraph 8 hereof, Applicant agrees to promptly pay such additional sums to the Township after receiving a statement of account with respect thereto from the Township. Any costs not debited directly from the security in place shall be billed to the Applicant and under this Agreement will be due and payable thirty (30) days from the date of the billing statement. In addition, on all payments outstanding in excess of thirty (30) days, the Township reserves the right to charge interest from the date of the initial billing statement at the rate of one and a half percent (1.5%) per month on the unpaid balance plus an administrative charge of two percent (2%) per month on the unpaid balances of all invoices past due.

10. It is understood and agreed that this Agreement is a preliminary one for the purpose of inducing the Township to undertake a review of Applicant's plan and proposal and to establish a deposit account by Applicant with the Township to defray Township's costs for reviewing Applicant's plans. It is further understood that a Land Development Subdivision Agreement and/or Township resolution shall deal with a variety of matters not set forth herein. No permit for start of construction shall be provided to Applicant until a Construction Improvement Agreement and Financial Security Agreement have been executed by the Applicant and Township, and duly recorded.

11. The Applicant may at any time terminate all further obligations of this Agreement, by giving written notice to the Township that it does not desire to proceed with the project, and

upon receipt of such notice by the Township, the Applicant shall only be liable to the Township for the costs and expenses incurred to the date and time of the Township's receipt of the notice. The Township shall refund any unused balance of the deposited funds to Applicant within forty-five (45) days of receipt of the notice.

12. The Applicant and Township acknowledge that this contract represents their full understanding and bargain.

IN WITNESS WHEREOF, and fully intending to be legally bound hereby, the parties have hereunto caused these presents to be executed and have affixed their seals hereto, the day and year first above written.

APPLICANT

Witness

Applicant

Date

Date

TOWNSHIP OF LOWER PROVIDENCE

Attest

Joseph C. Dunbar, Secretary

Date

Date

Appendix A

Lower Providence Township Escrow Policy for Subdivision & Land Development Review

1) All escrow fees will be submitted as a separate check, made payable to “Lower Providence Township” (“Township”) and must accompany a signed and notarized “Professional Services Agreement Form” and completed “Escrow Direct Deposit Ticket”.

2) All escrow fees must be paid at the time of filing a subdivision or land development application. The escrow deposit requirements are identified in the current Township Fee Schedule. As set forth in the Professional Services Agreement Form, the Applicant will be responsible for payment of all legal, engineering, professional consultant invoices and all other fees necessary for approval of the plans by the Township.

3) All escrow fees shall remain in effect through the completion of the plan review process and will be released upon request after the conditions in Paragraph 6 are met.

4) The original escrow amount as set forth in the Township Fee Schedule is an estimated cost of the review process. It is likely that additional escrow funds will be necessary that exceed the initial calculation of fees due to engineering, legal, and other professional consulting invoices and fees.

5) Upon receipt of invoices for services rendered on behalf of the Applicant, the Township will withdraw the appropriate amount from the Applicant’s escrow account. When the initial escrow amount is diminished to one half (1/2) the original amount, the Applicant will be required to replenish the account to the initial amount. Upon notification of the need to replenish the escrow funds, the applicant shall have fifteen (15) days to provide the required funds to the Township. At the end of the fifteen-day period, if the Township has not received sufficient funds to replenish the escrow account, the review process will be suspended until said funds have been provided. If in any instance the Township invoices the applicant in lieu of drawing down the

escrow account, the Applicant is responsible for paying said invoice within thirty (30) days and is subject to the penalties and fees specified in the Professional Services Agreement Form. The Applicant or his/her heir/s or successor/s will be responsible for all legal fees associated with the collection of delinquent funds.

6) The escrow account balance will be refunded, upon request, approximately forty-five (45) days after the following applicable conditions are met, to include but are not limited to: recording of the plan and the execution of a Construction Improvement Agreement and Financial Security Agreement between the Applicant and Township or termination of the project. Escrow account balances will be released, with any applicable interest, once the Township has processed all invoices related to the project. Refunds will be made only to the Applicant whose signature is on the Professional Services Agreement Form or his/her heir/s or successor/s.

7) The person signing the acknowledgment of this form must be the same person whose signature is on the Lower Providence Township Professional Services Agreement Form.

I acknowledge having completely read and understood the aforementioned policies and procedures and agree to abide by these policies and procedures as set forth by Lower Providence Township.

Applicant /Developer/Owner

Date