



# Township of Upper Pottsgrove

MONTGOMERY COUNTY, PENNSYLVANIA

1409 Farmington Avenue Pottstown, PA 19464  
Phone: 610-323-8675 Fax: 610-327-1967

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between UPPER POTTS GROVE TOWNSHIP, Montgomery County, Pennsylvania, with offices located at 1409 Farmington Avenue, Pottstown, Pennsylvania 19464 (hereinafter referred to as "Township") and \_\_\_\_\_, with offices located at \_\_\_\_\_, \_\_\_\_\_ County, Pennsylvania, Email Address: \_\_\_\_\_ (hereinafter referred to as "Developer").

### WITNESSETH:

**WHEREAS**, Developer is the legal or equitable owner of certain real estate located at \_\_\_\_\_, Montgomery County, Pennsylvania, and commonly referred to as the site of the \_\_\_\_\_ ("Premises"), Parcel Number \_\_\_\_\_.

**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. Developer hereby requests the Township's Consulting Engineer and other Township consultants (hereinafter referred to as "Engineer") to review the Developer's plans, and to make recommendations on the design and specifications, and to make any and all engineering surveys and field inspections

that are required by the Township pursuant to its rules, regulations or proper engineering standards in order to ensure that the final plans reflect proper engineering practices and comply with all Township rules and regulations.

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; and (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 of the Premises.  
All charges and fees shall be paid by the Developer to the Township.
3. Developer agrees to pay all bills presented by the Township within thirty (30) days. If not paid within thirty (30) days, then Developer shall be charged interest of 1% per month until paid, plus all costs of collection, including filing fees and reasonable attorneys' fees. Developer agrees that while delinquent, 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.
4. The Developer shall provide to the Township a deposit in the amount of **\$1,000.00**. (check made payable to Upper Pottsgrove Township). This deposit shall guarantee the payment of constructing and installing the specified improvements and all anticipated costs, charges, and expenses of Township incident to the portion of the project, which amount is deemed sufficient for such purposes by the Township Engineer.
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. Developer shall pay for any and all legal fees charged by the Solicitor for the fees 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.
7. 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.

8. 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 the Township's receipt of the notice.
9. 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 Developer.
10. 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.

**UPPER POTTS GROVE TOWNSHIP**

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Witness Township Secretary

**DEVELOPER**

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Authorized Agent for Developer

Email Address: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
Witness