

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this ___ day of _____, 20___, by and between **UPPER MONTGOMERY JOINT AUTHORITY**, Montgomery County, Pennsylvania with offices located at 1100 Mensch Dam Road, Pennsburg, Pennsylvania 18073 (hereinafter referred to as “Authority”) 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 _____ and commonly referred to as the site of _____ (“Premises”).

WHEREAS, Developer has need of and has requested the Authority to review sanitary sewer improvements (“Improvements”) for the Premises so Developer will be able to construct the Improvements thereon; and

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

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

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

NOW THEREFORE, the parties agree as follows:

1. Authority 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 Authority Solicitor (hereinafter “Solicitor”) reviewing plans and documents, preparing documents, attending meetings or providing other legal services relating to the proposed Improvements on the Premises; (c) administrative costs and expenses which the Authority may incur by reason of this contract. All charges and fees shall be paid by the Developer as required by the Authority and in accordance with paragraph 3 set forth herein.
3. Developer hereby agrees to deposit with the Authority the sum of Two Thousand Five Hundred Dollars (\$2,500.00) 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 Authority are representing the best interest of the Authority and not the interests of the Developer. The Developer may not and should not rely on any of the information supplied by the professionals hired by the Authority 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 Authority in anticipation of the proposed Improvements. Such fees shall include preparation time of the Engineer and Solicitor which specifically deal with the Developer’s proposed Improvements.
6. Services will be provided to the Developer in accordance with the review procedures established herein and by the Authority 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 Authority 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 Authority.
9. Developer may, at any time, give written notice to the Authority that it does not desire to proceed with the work, and upon receipt of such notice by the Authority, the Developer shall only be liable to the Authority for its costs and expenses incurred up to and including the date and time of Authority's receipt of the notice.
10. Authority, 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 from Authority within thirty (30) days, then: A) interest shall accrue at the rate of 1% per month until collected; B) the Authority shall be reimbursed all expenses incurred, including reasonable attorneys' fees associated with collecting the payment of the invoices; and C) the Authority shall notify the Developer that if the past due balance is not paid within fifteen (15) days along with all interest and collection fees and payment of an additional escrow amount of Two Thousand five Hundred Dollars (\$2,500.00), then all work by the Authority's staff and consultants on Developer's plans shall cease until all of the foregoing are paid to and deposited with the Authority.

12. Developer and Authority 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:

**UPPER MONTGOMERY JOINT
AUTHORITY**

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: Jennifer Leister, Executive Director, Upper Montgomery Joint Authority,
Pennsburg, PA 18073