



# WARWICK TOWNSHIP

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 202\_\_, by and between WARWICK TOWNSHIP, Bucks County, Pennsylvania, with offices located at 1733 Township Greene, Jamison, PA 18929 (hereinafter referred to as "Township") and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter referred to as "Developer").

### **WITNESSETH:**

WHEREAS, the Developer is the legal or equitable owner of certain real estate bearing Bucks County Tax Map Parcel No. 51-\_\_\_\_\_, located or described as follows: Plan of Subdivision, with last revision dated \_\_\_\_\_, consisting of \_\_\_\_\_ (\_\_\_) sheets to be signed by the parties; and

WHEREAS, the Developer has presented to the Township plans for subdivision, land development, building development or other plans for the use of their land to the Township, or has applied for a building permit to the Township;

WHEREAS, the Developer has filed with the Township such plans and has requested approval for permits to build or requested approval of any such plans to make use of its property, which plans are hereby incorporated by reference and made a part hereof;

WHEREAS, the Developer has requested and/or requires the Township approval and/or review of its proposed plans, and the Township is willing to authorize its professional staff to review said plans upon execution of this Agreement and upon deposit of an escrow account according to the current Warwick Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township's consultants, including, but not limited to the Township Engineer, the Township traffic engineer, the Township Solicitor, Landscape Architect, Lighting Consultant, planner and any other professional (hereinafter referred to as "Consultants") to review the application and plans and to make such recommendations and specifications as may be necessary with respect to such plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Consultant's opinion are required.

2. The Developer and Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the development of the subject site and review and approval of Developer's proposed plan or project.

3. The Developer shall pay: (a) all costs and expenses incurred by the Warwick Township Planning Commission in the exercise of its responsibility should that commission, with the approval of the Board of supervisors, call upon the services of consultants for engineering, legal, site design, traffic design, landscape architecture and any other consultant as it may deem necessary incidental to the proper examination and evaluation of the subdivision and/or land development plan in accordance with the terms of the Ordinance; (b) legal fees for review by the Township Solicitor of any and all plans, documents, correspondence or other materials

and matters or issues related to the Developer's Plan or proposal as well as preparation of documents; and (c) fifteen percent (15%) administrative costs and expenses which are incurred by the TOWNSHIP 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 4 below. It is understood by its executing this Agreement that the Developer specifically accepts the fee schedules currently in effect.

4. The Developer hereby agrees to deposit with the Township the sum as defined by the Township fee schedule payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township.

In the event that the above deposited escrow fund shall fall below the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance. The Township will use its best efforts to advise the

Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

Developer and Township agree that upon completion of the proposed development and/or upon completion of Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.

5. Developer and Township acknowledge that the Warwick Township Subdivision and Land Development Ordinance requires Developer to pay Township's professional services relating to this plan or project and in the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Developer or make the initial deposit payment described above within five (5) days of the date of this Agreement, Developer shall be in default of this Agreement and in violation of the Subdivision and Land Development Ordinance if Developer's plan or permit application constitutes a subdivision or land development as defined by the Municipalities Planning Code.

In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Developer.

6. The Developer and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement or construction of the buildings as proposed on the Developer's final Plan or project. The Developer agrees and acknowledges that no permit, occupancy or otherwise, shall be issued until all outstanding fees and costs due the Township as of the date of the requested Occupancy Permit have been paid and Developer is not in default under this Agreement.

7. The Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the development as set forth on the Plan and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

8. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess of the then current balance of funds on deposit with the Township in accordance with this Agreement incurred by the Township by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Township Engineer, traffic engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

9. The Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development under Township ordinances. Any such Development and Financial Security Agreements may incorporate or replace the parties agreement and Escrow Fund established under this contract.

10. By execution of this Agreement, the Developer acknowledges and agrees that Township employees and professional staff, including Planning Commission members and members of the Board of Supervisors, may enter upon and inspect the property which is the subject of this application in order to determine compliance with Township ordinances and to facilitate appropriate planning for the project.

11. By execution of this Agreement, the Developer acknowledges and agrees that Township employees and professional staff, including Planning Commission members and members of the Board of Supervisors, may enter upon and inspect the property which is the subject of this application in order to determine compliance with Township ordinances and to facilitate appropriate planning for the project.

12. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Contract for Professional Services.

IN WITNESS WHERE OF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

For WARWICK TOWNSHIP: \_\_\_\_\_ Date: \_\_\_\_\_

For DEVELOPER: \_\_\_\_\_ Date: \_\_\_\_\_