

# PROFESSIONAL PEER REVIEW CONTRACT

## Between Planning Board Review Applicant and the Town of Arundel, Maine

This contract has been made this \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ between the Town of Arundel, Maine, hereafter referred to as the TOWN, and \_\_\_\_\_ hereafter referred to as the APPLICANT.

The APPLICANT and the Town agree to the following terms:

1. **PURPOSE:** The TOWN through its duly appointed Planning Board and /or Planning Department shall contract with the designated Town Engineer and/or Consultant to prepare a professional peer review of plans and documentation submitted by the APPLICANT for the following project:

- Project Name \_\_\_\_\_
- Location \_\_\_\_\_

2. **DESCRIPTION OF WORK:** The Town Engineer/Consultant shall conduct a Peer Review of the APPLICANT's application to determine its compliance with the TOWN's Ordinances and regulations and with standard engineering, scientific, or design practices.

3. **SCOPE OF THE WORK:** The Town Engineer/Consultant shall prepare a peer review of the following items:

- |   |   |
|---|---|
| <input type="checkbox"/> Erosion & Sedimentation Controls   | <input type="checkbox"/> Market Study/Fiscal Impact |
| <input type="checkbox"/> General Civil Engineering          | <input type="checkbox"/> Sanitary Sewer Engineering |
| <input type="checkbox"/> Groundwater Resources              | <input type="checkbox"/> Stormwater Management      |
| <input type="checkbox"/> Inspections                        | <input type="checkbox"/> Structural Assessment      |
| <input type="checkbox"/> Historic Resources                 | <input type="checkbox"/> Traffic Impact Assessment  |
| <input type="checkbox"/> Landscape Architecture/            | <input type="checkbox"/> Wetlands Assessment        |
| <input type="checkbox"/> Lighting & Photometric Evaluations | <input type="checkbox"/> Noise Assessment           |
| <input type="checkbox"/> Marine Resources                   | <input type="checkbox"/> Other _____                |

4. **SCHEDULE:** The Town Engineer /Consultant shall commence the peer review within five (5) days of receipt of all materials from the APPLICANT and shall submit the completed peer review to the TOWN by \_\_\_\_\_.

5. **COMPENSATION:** The APPLICANT agrees to compensate the TOWN in full for all expenses incurred by the Town Engineer/Consultant in the execution of this contract as follows:

**Not to Exceed:** The total cost of peer review services provided pursuant to this contract shall not exceed \$\_\_\_\_\_, without written authorization from the APPLICANT.

Estimated reimbursable expenses of the Town Engineer/Consultant shall not exceed \$\_\_\_\_\_.

**Time and Materials:** The Peer Review services provided herein are not sufficiently defined, and therefore the Town Engineer shall charge for services at an hourly rate for time expended in the review plus all expenses incurred during the review, including but not limited to travel, materials, communications, and clerical services. Given the limited knowledge of the project, the cost of the peer review is roughly estimated to be \$\_\_\_\_\_.

6. **TERMS AND CONDITIONS OF PAYMENT:** Payment for services rendered under this contract shall be made to the Town of Arundel and delivered or mailed to 1 Portland Avenue, Arundel, Maine 04064 within fifteen (15) days of receipt. Failure to pay within fifteen days shall result in an additional interest charge of 1.5% per month. The APPLICANT hereby agrees to make payment to the TOWN in full for Peer Review services specified herein regardless of the outcome of the peer review and regardless of Planning Board action. The APPLICANT further acknowledges and agrees that the Planning Board shall not release signed mylar drawings or authorize issuance of building permits or construction permits until full payment under this contract is made.

7. **LINE OF COMMUNICATION:** The APPLICANT acknowledges that the designated Town Engineer/Consultant is under contract to the TOWN and therefore bound to take direction only from the TOWN and its duly authorized agents. The APPLICANT shall not attempt to communicate with or influence the Town Engineer in their deliberations. When so authorized by the TOWN, the APPLICANT's professional consultants are encouraged to work with the Town Engineer to speedily resolve or correct deficiencies errors in the APPLICANT's submissions.

SO AUTHORIZED AND AGREED TO:

\_\_\_\_\_  
Applicant (Signature)

\_\_\_\_\_  
Town Agent (Signature)

\_\_\_\_\_  
Applicant (Printed name)

\_\_\_\_\_  
Town Agent (Printed name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_